

<i>SERFF Tracking Number:</i>	<i>AMER-125814444</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Aviva Life and Annuity Company</i>	<i>State Tracking Number:</i>	<i>40255</i>
<i>Company Tracking Number:</i>	<i>MCF3 (08/08)</i>		
<i>TOI:</i>	<i>A07I Individual Annuities - Special</i>	<i>Sub-TOI:</i>	<i>A07I.001 Equity Indexed</i>
<i>Product Name:</i>	<i>MCF3 (08/08)</i>		
<i>Project Name/Number:</i>	<i>MCF3 (08/08) /MCF3 (08/08)</i>		

## Filing at a Glance

Company: Aviva Life and Annuity Company

Product Name: MCF3 (08/08)

TOI: A07I Individual Annuities - Special

Sub-TOI: A07I.001 Equity Indexed

Filing Type: Form

SERFF Tr Num: AMER-125814444 State: ArkansasLH

SERFF Status: Closed

State Tr Num: 40255

Co Tr Num: MCF3 (08/08)

State Status: Approved-Closed

Co Status:

Reviewer(s): Linda Bird

Authors: Denise Ellis, Stephany

Disposition Date: 09/30/2008

Hopkins, Jessica Johnson, Tara

Frahm, Christine Adolph

Date Submitted: 09/15/2008

Disposition Status: Approved

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: MCF3 (08/08)

Project Number: MCF3 (08/08)

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 09/30/2008

State Status Changed: 09/30/2008

Corresponding Filing Tracking Number:

Filing Description:

RE: Aviva Life and Annuity Company

Freedom Series

Contract: Flexible Premium Deferred Annuity Contract, MCF3 (08/08)

Flexible Premium Deferred Annuity Contract, MCF5 (08/08)

Flexible Premium Deferred Annuity Contract, MCF7 (08/08)

Flexible Premium Deferred Annuity Contract, MCFP (08/08)

Status of Filing in Domicile: Authorized

Date Approved in Domicile: 09/02/2008

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Group Market Type:

Deemer Date:

SERFF Tracking Number:	AMER-125814444	State:	Arkansas
Filing Company:	Aviva Life and Annuity Company	State Tracking Number:	40255
Company Tracking Number:	MCF3 (08/08)		
TOI:	A071 Individual Annuities - Special	Sub-TOI:	A071.001 Equity Indexed
Product Name:	MCF3 (08/08)		
Project Name/Number:	MCF3 (08/08) /MCF3 (08/08)		

Flexible Premium Deferred Annuity Contract, MCFX (08/08)

Endorsement: Death Benefit Rider, MCDBR (08/08)

Guaranteed Purchase Option Endorsement, GPO (08/08)

The following Endorsement and Application were previously filed or approved on the dates shown below:

Return of Premium Endorsement, ROP (06/08) N, approved 05/08/2008

Application for Deferred or Indexed Deferred Annuity, 80500 6/08 FW, approved 06/25/2008

NAIC: 61689

The above-referenced filing is attached in readability form for the Department's review and approval. This series includes new Flexible Premium Deferred Annuities, contract forms MCF3 (08/08), MCF5 (08/08), MCF7 (08/08), MCFP (08/08) and MCFX (08/08). The primary differences between contract forms MCF3 (08/08), MCF5 (08/08), MCF7 (08/08), MCFP (08/08) and MCFX (08/08) are the Withdrawal Charge Rate Schedule and Annuity Date provisions. In addition, the MCFP (08/08) contains a Premium Bonus while the MCFX (08/08) contains a Premium Bonus and a Premium Bonus Recapture Charge Schedule. Application form 80500 6/08 FW was previously approved by the Department on 06/25/2008 and will be utilized with the new Freedom Series contract forms. The Contract forms MCF3 (08/08), MCF5 (08/08) and MCF7 (08/08) have achieved a Flesch Reading Ease Test Score of 52.45. The Contract form MCFP (08/08), the Death Benefit Rider, MCDBR (08/08) and the Guaranteed Purchase Option Endorsement, GPO (08/08), have achieved a Flesch Reading Ease Test Score of 53.35. The Contract form MCFX (08/08) has achieved a Flesch Reading Ease Test Score of 52.48. The Iowa Insurance Department approved the annuity Contracts and Endorsements on 09/02/2008. The corresponding actuarial memorandums have been attached for your review.

Please note that on pages 3, 3a, 3b (on applicable contracts), 4 and the front and back cover pages of all contract forms, we have bracketed certain contract information that we consider variable. Variable information is considered information that is unique to the specific issued Contract and/or Endorsement/Rider or information that can be changed for all new issues of the Contract without re-filing. In this regard, the Company reserves the right to offer any variety of interest crediting strategies to supplement the 1-Year Guaranteed Fixed Strategy. At any given time, the blend of available strategies will be a function primarily of economic conditions and consumer needs. These strategies will differ in interest rates credited, the length of the interest rate guarantee period (term period) and the number of term periods. When offered, these interest crediting strategies:

<i>SERFF Tracking Number:</i>	<i>AMER-125814444</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Aviva Life and Annuity Company</i>	<i>State Tracking Number:</i>	<i>40255</i>
<i>Company Tracking Number:</i>	<i>MCF3 (08/08)</i>		
<i>TOI:</i>	<i>A071 Individual Annuities - Special</i>	<i>Sub-TOI:</i>	<i>A071.001 Equity Indexed</i>
<i>Product Name:</i>	<i>MCF3 (08/08)</i>		
<i>Project Name/Number:</i>	<i>MCF3 (08/08) /MCF3 (08/08)</i>		

- a) will be applied to the contract in a non-discriminatory manner;
- b) will be described on the contract data page for new contract issues and/or sufficiently communicated to existing contractholders, if applicable; and,
- c) will in all respects comply with the applicable regulatory requirements of the state in which the contract is delivered.

We certify that Aviva Life and Annuity Company does attach a Life and Health guaranty notice with all of the policies that are issued in the State of Arkansas. The form is titled, "LIMITATIONS AND EXCLUSIONS UNDER THE ARKANSAS LIFE AND DISABILITY INSURANCE GUARANTY ASSOCIATION ACT." With the issuance of this form with all issued contracts we believe we are in compliance with Regulation 49.

We certify that Aviva Life and Annuity Company does attach an IMPORTANT INFORMATION TO CONTRACTHOLDERS NOTICE with all of the contracts that are issued in the State of Arkansas. With the issuance of this form with all issued contracts we believe we are in compliance with Ark. Code Ann. 23-79-138.

Concerning Regulation 19§10B: We certify that the annuity contract issued by Aviva Life and Annuity Company meet the provisions of Rule and Regulation 19 as well as all applicable requirements of the Arkansas Insurance Department. In this regard, please be advised that the guaranteed benefits associated with our annuity contracts do not differentiate between males and females. In fact, the only time we differentiate between males and females is when the annuity contract is annuitized and our current rates generate a larger benefit than is generated using the contract's guaranteed rates. In calculating a annuity benefit based on our current annuitization rates, we utilize the age and sex of the annuitant and the 2000 Annuity Mortality Table. We believe, and we trust you will agree, this method of calculating annuitization benefits is based on both sound actuarial principles and a valid classification system.

If the Guaranteed Purchase Option Endorsement, form GPO (08/08), is exercised by the Owner, the proceeds applied to the income option elected by the Owner will be increased to the extent and as described in the Guaranteed Purchase Option Endorsement.

The optional Death Benefit Rider, form MCD BR (08/08), guarantees that any death benefit payable under the base contract will never be less than the rider death benefit. There is a cost associated with the election of the Rider. If the Rider is elected, the cost associated with the Rider will be deducted on a monthly basis from the accumulated value of

<i>SERFF Tracking Number:</i>	<i>AMER-125814444</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Aviva Life and Annuity Company</i>	<i>State Tracking Number:</i>	<i>40255</i>
<i>Company Tracking Number:</i>	<i>MCF3 (08/08)</i>		
<i>TOI:</i>	<i>A071 Individual Annuities - Special</i>	<i>Sub-TOI:</i>	<i>A071.001 Equity Indexed</i>
<i>Product Name:</i>	<i>MCF3 (08/08)</i>		
<i>Project Name/Number:</i>	<i>MCF3 (08/08) /MCF3 (08/08)</i>		

the base contract. Once the Rider is approved, the field force properly notified and all applicable programming completed, Rider MCDBR (08/08) will be made available with annuity sales of the above referenced contract forms where the age of the annuitant at the time of application meets our established requirements. The Rider will only be issued if the applicant elects the Rider at the time of application. The Rider cannot be elected at a later date.

To the best of my knowledge and belief, this filing complies with the rules and regulations of the State of Arkansas. Please let me know if I may be of further assistance. I appreciate your review and subsequent approval.

## Company and Contact

### Filing Contact Information

Denise Ellis, Compliance Associate	denisee@amerusannuity.com
555 South Kansas Avenue	(785) 295-4477 [Phone]
Topeka, KS 66603	(785) 295-4345[FAX]

### Filing Company Information

Aviva Life and Annuity Company	CoCode: 61689	State of Domicile: Iowa
555 South Kansas Avenue	Group Code: -99	Company Type: Insurance
Topeka, KS 66603	Group Name:	State ID Number:
(785) 295-4352 ext. [Phone]	FEIN Number: 42-0175020	

-----

## Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Aviva Life and Annuity Company	\$50.00	09/15/2008	22499444

<i>SERFF Tracking Number:</i>	<i>AMER-125814444</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Aviva Life and Annuity Company</i>	<i>State Tracking Number:</i>	<i>40255</i>
<i>Company Tracking Number:</i>	<i>MCF3 (08/08)</i>		
<i>TOI:</i>	<i>A071 Individual Annuities - Special</i>	<i>Sub-TOI:</i>	<i>A071.001 Equity Indexed</i>
<i>Product Name:</i>	<i>MCF3 (08/08)</i>		
<i>Project Name/Number:</i>	<i>MCF3 (08/08) /MCF3 (08/08)</i>		

## Correspondence Summary

### Dispositions

<b>Status</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
Approved	Linda Bird	09/30/2008	09/30/2008

### Amendments

<b>Item</b>	<b>Schedule</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
Certification/NSupporting Document otice		Denise Ellis	09/15/2008	09/15/2008

<i>SERFF Tracking Number:</i>	<i>AMER-125814444</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Aviva Life and Annuity Company</i>	<i>State Tracking Number:</i>	<i>40255</i>
<i>Company Tracking Number:</i>	<i>MCF3 (08/08)</i>		
<i>TOI:</i>	<i>A071 Individual Annuities - Special</i>	<i>Sub-TOI:</i>	<i>A071.001 Equity Indexed</i>
<i>Product Name:</i>	<i>MCF3 (08/08)</i>		
<i>Project Name/Number:</i>	<i>MCF3 (08/08) /MCF3 (08/08)</i>		

## Disposition

Disposition Date: 09/30/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	AMER-125814444	State:	Arkansas
Filing Company:	Aviva Life and Annuity Company	State Tracking Number:	40255
Company Tracking Number:	MCF3 (08/08)		
TOI:	A071 Individual Annuities - Special	Sub-TOI:	A071.001 Equity Indexed
Product Name:	MCF3 (08/08)		
Project Name/Number:	MCF3 (08/08) /MCF3 (08/08)		

Item Type	Item Name	Item Status	Public Access
Supporting Document (revised)	Certification/Notice		Yes
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statement of Variability		Yes
Form	Flexible Premium Deferred Annuity Contract		Yes
Form	Flexible Premium Deferred Annuity Contract		Yes
Form	Flexible Premium Deferred Annuity Contract		Yes
Form	Flexible Premium Deferred Annuity Contract		Yes
Form	Flexible Premium Deferred Annuity Contract		Yes
Form	Death Benefit Rider		Yes
Form	Guaranteed Purchase Option Endorsement		Yes

<i>SERFF Tracking Number:</i>	<i>AMER-125814444</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Aviva Life and Annuity Company</i>	<i>State Tracking Number:</i>	<i>40255</i>
<i>Company Tracking Number:</i>	<i>MCF3 (08/08)</i>		
<i>TOI:</i>	<i>A071 Individual Annuities - Special</i>	<i>Sub-TOI:</i>	<i>A071.001 Equity Indexed</i>
<i>Product Name:</i>	<i>MCF3 (08/08)</i>		
<i>Project Name/Number:</i>	<i>MCF3 (08/08) /MCF3 (08/08)</i>		

### **Amendment Letter**

Amendment Date:

Submitted Date: 09/15/2008

### **Comments:**

Please see the revised Disclosure/Advertising Certification. Not all the Contract form numbers were included. SOrry for any inconvenienc this may have caused.

### **Changed Items:**

### **Supporting Document Schedule Item Changes:**

### **Satisfied -Name: Certification/Notice**

Comment:

AR\_MCF3\_0808\_AgentEdCert.pdf

AR\_MCF3\_0808\_ContSummCert.pdf

AR\_MCF3\_0808\_ScoreCert.pdf

AR\_MCF5\_0808\_ScoreCert.pdf

AR\_MCF7\_0808\_ScoreCert.pdf

AR\_MCFP\_0808\_ScoreCert.pdf

AR\_MCFX\_0808\_ScoreCert.pdf

AR\_MCF3\_088\_DiscAdvCert\_Rev.pdf



SERFF Tracking Number:	AMER-125814444	State:	Arkansas
Filing Company:	Aviva Life and Annuity Company	State Tracking Number:	40255
Company Tracking Number:	MCF3 (08/08)		
TOI:	A071 Individual Annuities - Special	Sub-TOI:	A071.001 Equity Indexed
Product Name:	MCF3 (08/08)		
Project Name/Number:	MCF3 (08/08) /MCF3 (08/08)		

## Form Schedule

**Lead Form Number:** MCF3 (08/08)

Review Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	MCF3 (08/08)	Policy/Cont Flexible Premium ract/Fratern Deferred Annuity al Contract Certificate	Initial		52	MCF3_0808_ Generic.pdf
	MCF5 (08/08)	Policy/Cont Flexible Premium ract/Fratern Deferred Annuity al Contract Certificate	Initial		52	MCF5_0808_ Generic.pdf
	MCF7 (08/08)	Policy/Cont Flexible Premium ract/Fratern Deferred Annuity al Contract Certificate	Initial		52	MCF7_0808_ Generic.pdf
	MCFP (08/08)	Policy/Cont Flexible Premium ract/Fratern Deferred Annuity al Contract Certificate	Initial		53	MCFP_0808_ Generic.pdf
	MCFX (08/08)	Policy/Cont Flexible Premium ract/Fratern Deferred Annuity al Contract Certificate	Initial		52	MCFX_0808_ Generic.pdf
	MCDBR (08/08)	Policy/Cont Death Benefit Rider ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		53	MCDBR_080 8.pdf
	GPO (08/08)	Policy/Cont Guaranteed ract/Fratern Purchase Option al Endorsement	Initial		53	AVIVA_GPO_ 0808.pdf

<i>SERFF Tracking Number:</i>	<i>AMER-125814444</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Aviva Life and Annuity Company</i>	<i>State Tracking Number:</i>	<i>40255</i>
<i>Company Tracking Number:</i>	<i>MCF3 (08/08)</i>		
<i>TOI:</i>	<i>A071 Individual Annuities - Special</i>	<i>Sub-TOI:</i>	<i>A071.001 Equity Indexed</i>
<i>Product Name:</i>	<i>MCF3 (08/08)</i>		
<i>Project Name/Number:</i>	<i>MCF3 (08/08) /MCF3 (08/08)</i>		

**Certificate:**

**Amendmen**

**t, Insert**

**Page,**

**Endorseme**

**nt or Rider**



## Flexible Premium Deferred Annuity Contract

**AVIVA LIFE AND ANNUITY COMPANY** (hereinafter "the Company") will make the payments and provide the benefits described in this Contract in consideration for the payment by the Owner of the Premium when due.

Upon the death of the Annuitant before the Annuity Date, the Company will pay the Beneficiary the Death Benefit as provided in this Contract. Payment will be made on receipt of due proof of the Annuitant's death and surrender of this Contract.

This is a legal contract between the Owner and **AVIVA LIFE AND ANNUITY COMPANY**.

**PLEASE READ THIS CONTRACT CAREFULLY.** It includes the provisions both on the pages within and on any riders or endorsements which are attached. If the Owner is not satisfied with the Contract, the Owner may return it to the Company or to the agent from whom the Contract was purchased within 20 days following its receipt and the Premium paid will be refunded and the Contract will be cancelled.

- Flexible Premium Deferred Annuity Contract.
- Monthly income commencing on Annuity Date.
- Option to change Annuity Date.
- Option to change type of Annuity Benefit payable.
- Non-Participating.
- A Stock Company.



Thomas C. Godlasky  
President and CEO



Michael H. Miller  
Secretary



**Administrative Office:**  
555 South Kansas Avenue  
P.O. Box 2039  
Topeka, KS 66601-2039  
(888) 252-5530

**Home Office:**  
611 5th Avenue  
Des Moines, IA 50309  
(800) 800-9882

## INDEX OF CONTRACT PROVISIONS

<b>GENERAL CONTRACT PROVISIONS</b>	
The Contract	5
Contract Date, Contract Year and Contract Anniversary	5
Authority to Change	5
Incontestability	5
Age and Sex	5
Annuitant; Joint Annuitants	5-6
Owner	6
Assignment	6
Beneficiary	6-7
Designated Beneficiary	7
Annuity Date	8
Proceeds	8
Premium Taxes	8
Terms of Annuity Payment	8-9
• If there is one living Annuitant on the Annuity Date	8
• If there are two living Annuitants on the Annuity Date	8-9
Death Benefit	9
Death of Non-Owner Annuitant	9
Distribution on Death of Owner	9-10
• Where Owner is not the Annuitant	9-10
• Where Owner is the Annuitant	10
Conformity with Applicable Laws	11
<b>PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE</b>	
Initial Premium	12
Renewal Premiums	12
Business Day	12
Allocation Percentages	12
Transfers	12-13
Strategies	13

**INDEX OF CONTRACT PROVISIONS • Continued**

<b>PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE</b>	
Interest Credits	13
Accumulated Value	13
Strategy Value	14
Cash Surrender Value	14
Withdrawal Charge	14
Minimum Guaranteed Contract Value	14
Withdrawals; Free Withdrawals; Minimum Distribution Withdrawals	15-17
Statements	17
Terminal Illness Waiver of Withdrawal Charges	17
Confinement Waiver of Withdrawal Charges	17-18
Home Health Care Services Waiver of Withdrawal Charges	19
<b>SETTLEMENT OPTIONS</b>	
Election of Option	20
Optional Annuity Benefits	20-21
• Option 1 - Life Annuity	20
• Option 2 - Life Annuity with Guaranteed Period	20
• Option 3 - Installment Refund Life Annuity	20
• Option 4 - Joint and Last Survivor Annuity	21
• Option 5 - Fixed Period Annuity	21
Annuity Tables	22

(THIS PAGE LEFT BLANK INTENTIONALLY)

**CONTRACT DATA PAGE**

<b>Contract Data</b>	
Contract Number:	[Specimen]
Annuitant:	[John Doe]
Annuitant's Age:	[70]
Annuitant's Sex:	[Male]
Contract Date:	[01/01/2008]
Annuity Date:	[01/01/2033]
Initial Premium:	[\$25,000.00]
Minimum Guaranteed Interest Rate:	[2.00%]
Maximum Renewal Premiums:	\$100,000.00 Per 12 Month Period

<b>Withdrawal Charge Rate Schedule</b>	
Contract Year	Rate
1	[6.00%]
2	[5.00%]
3	[4.00%]
<b>There are no Withdrawal Charges after the 3rd Contract Year.</b>	



(THIS PAGE LEFT BLANK INTENTIONALLY)

**CONTRACT DATA PAGE • Continued****Strategy Allocation Percentages and Data Elements on the Contract Date**

<b>1-Year Strategy(ies)</b>	<b>Allocation Percentages</b>	<b>Initial Interest Rate</b>	<b>Interest Rate Bonus*</b>		
1-Year Guaranteed Fixed Strategy:	[100%]	[3.00%]	[1.00%]		
<b>Multi-Year Strategy(ies)</b>	<b>Allocation Percentages</b>	<b>Initial Interest Rate</b>	<b>Interest Rate Bonus*</b>	<b>Term Period</b>	<b>Number of Term Periods</b>
[2]-Year Guaranteed Fixed Strategy	[0%]	[3.50%]	[1.00%]	[2]	[1]

\*Any Interest Rate Bonus is included in, and not in addition to, the Initial Interest Rate shown for each Strategy.

ALL INTEREST RATES ARE EFFECTIVE ANNUAL RATES.

**FOR INFORMATION, OR TO MAKE A COMPLAINT REGARDING THIS CONTRACT,  
CALL: [1-888-252-5530]**

(THIS PAGE LEFT BLANK INTENTIONALLY)

<b>TABLE OF GUARANTEED MINIMUM VALUES</b>
---

**Contract Number:** [Specimen]**Initial Premium:** [\$25,000.00]

End of Contract Year	Minimum Cash Surrender Value
1	[\$24,355.00]
2	[25,209.25]
3	[25,928.81]
4	[27,326.10]
5	[27,872.62]
6	[28,430.07]
7	[28,998.67]
8	[29,578.64]
9	[30,170.21]
10	[30,773.61]
11	[31,389.08]
12	[32,016.86]
13	[32,657.19]
14	[33,310.33]
15	[33,976.53]
16	[34,656.06]
17	[35,349.18]
18	[36,056.16]
19	[36,777.28]
20	[37,512.82]
Age 95	[41,417.16]

The values at left were calculated as defined in the Cash Surrender Value section of this Contract, assuming no Renewal Premiums, Withdrawals or Premium Taxes. The values were calculated based on the Initial Interest Rates, Minimum Guaranteed Interest Rate and Strategy Allocation Percentages shown on the Contract Data Page. The Minimum Guaranteed Contract Value is shown for any Contract Year in which the calculated values are less than the Minimum Guaranteed Contract Value.

The paid-up annuity, Cash Surrender Value or Death Benefits available under this Contract, other than on the Contract Anniversary, shall be calculated with allowance for the lapse of time since the Contract Anniversary and are not less than the minimum benefits required by statute in the state in which this Contract is delivered.

(THIS PAGE LEFT BLANK INTENTIONALLY)

## GENERAL PROVISIONS

- **The Contract**

This Contract, including endorsements, riders or signed amendments, the Contract Data Page and the attached application, constitute the entire Contract. All statements made in the application are representations and not warranties. No statement will be used to deny a claim unless made in the application, a copy of which is attached to this Contract. This Contract and the Company's obligation under this Contract shall terminate upon the payment of all benefits required by this Contract.

- **Contract Date, Contract Year and Contract Anniversary**

Coverage provided by this Contract is effective as of the Contract Date shown on the Contract Data Page. Contract Years and Contract Anniversaries are determined from the Contract Date. Hypothetical example: If the Contract Date is January 26, 2008, the first Contract Year ends on January 26, 2009, and the first Contract Anniversary occurs on January 26, 2009.

- **Authority to Change**

No one except the President or Secretary of the Company may change or waive any of the terms of this Contract. Any change must be in writing and signed by the President or the Secretary of the Company.

- **Incontestability**

All statements made in the application are considered representations and not warranties. The validity of the Contract will not be contestable.

- **Age and Sex**

If the age or sex of the Annuitant has been misstated, the amount payable by the Company will be that which the Premium paid would have purchased if the true age and sex had been stated on the application for this Contract. Age will be calculated as of the Contract Date and will be equal to the age at the last birthday of the Annuitant. Any underpayments already made by the Company will be immediately paid in one sum with interest compounded at the rate of 3.00% per year. Any overpayments made by the Company will be charged against the next succeeding annuity payment or payments with interest compounded at the rate of 3.00% per year.

- **Annuitant; Joint Annuitants**

The Annuitant is the person named on the Contract Data Page whose life determines the annuity payments made under this Contract and is the person who will receive such payments on the Annuity Date. We will allow the Owner to name in the application two people to jointly serve as the Annuitant. If Joint Annuitants are named, this Contract will be issued only if the Joint Annuitants are spouses. After the Contract Date, neither the Annuitant nor the Joint Annuitants may be changed.

## GENERAL PROVISIONS

Unless otherwise stated, Annuitant shall mean the Annuitants jointly if Joint Annuitants have been named. If Joint Annuitants are named and one Joint Annuitant dies, the Contract shall continue with the surviving Joint Annuitant serving as the sole surviving Annuitant. For purposes of administering the provisions of this Contract, when Joint Annuitants are named, the Annuitant shall be considered living as long as at least one Joint Annuitant is alive. In other words, for purposes of administering the provisions of this Contract, if Joint Annuitants are named, it is only on the death of the last surviving Annuitant that the Annuitant is considered to have died.

- **Owner**

Owner means the Contract Owner named in the application or the Contract Owner's successor or assignee if ownership has been assigned. If no Owner is named on the application, the Annuitant will be the Owner. During the Annuitant's lifetime all rights described in this Contract may be exercised by the Owner subject to the rights of:

- (a) Any assignee of record with the Company; and
- (b) Any irrevocably named Beneficiary.

If an Owner who is a natural person dies during the Annuitant's lifetime, the contingent owner named in the application, if any, will become the Owner. If there is no contingent owner named, ownership will pass to the estate of the Owner. Subject to the Distribution on Death of Owner section in this Contract, in the case of joint ownership, on the death of a joint owner, ownership will pass to the surviving Owner(s). On the death of the last surviving Owner, if no contingent owner has been named, ownership will pass to the estate of the last surviving Owner.

All rights of the Owner under this Contract terminate on the death of the Annuitant.

For purposes of the Distribution on Death of Owner section, if the Owner of the Contract is not a natural person, the death of any Annuitant shall be treated as the death of an Owner of the Contract.

- **Assignment**

This Contract may be assigned by written request filed with the Company unless restricted by endorsement to this Contract. The assignment will take effect on the date the written request was signed. However, the assignment is subject to any action taken by the Company prior to receipt of the written request. The Company has no liability under any assignment for its actions or omissions done in good faith.

- **Beneficiary**

The Beneficiary is the person or persons who will receive the Death Benefit provided by this Contract. While the Annuitant is alive, the Owner may change a Beneficiary by a signed written request filed with the Company and may name one or more contingent Beneficiaries. No change will take effect unless the Company receives such signed written request. A change will take effect as of the date the written request was signed. Any change is subject to payment or other action taken by the Company before the change was received.

## GENERAL PROVISIONS

The following rules shall apply unless otherwise permitted by the Company in accordance with applicable law:

1. All rights of a Beneficiary, including an irrevocable Beneficiary, will end if such Beneficiary dies before the Annuitant.
2. If no Beneficiary has been named when the Annuitant dies, the Company will pay the Death Benefit to the Annuitant's estate. In the case of Joint Annuitants, the Company will pay the Death Benefit to the estate of the last surviving Joint Annuitant. If the death of both Joint Annuitants occurs simultaneously, the estates of both Joint Annuitants will share the Death Benefit equally.
3. If no Beneficiary is alive when the Annuitant dies, the Company will pay the Death Benefit to the Annuitant's estate. In the case of Joint Annuitants, the Company will pay the Death Benefit to the estate of the last surviving Joint Annuitant. If the death of both Joint Annuitants occurs simultaneously, the estates of both Joint Annuitants will share the Death Benefit equally.
4. If only one Beneficiary survives the Annuitant, the Company will pay the entire Death Benefit to such Beneficiary.
5. If the Owner has not designated how the Death Benefit is to be distributed and two or more Beneficiaries survive the Annuitant, the surviving Beneficiaries will share the Death Benefit equally.
6. If the Owner has designated how the Death Benefit is to be distributed and a Beneficiary predeceases the Annuitant, the portion of the Death Benefit designated to the deceased Beneficiary shall be divided among the surviving Beneficiaries on a pro rata basis. In other words, each surviving Beneficiary's interest in the Death Benefit will be divided by the sum of the interests of all surviving Beneficiaries to determine the percentage each surviving Beneficiary will receive of the deceased Beneficiary's original interest in the Death Benefit.

A Beneficiary that is not a natural person will be considered living for purposes of administering these rules. The interest of any named irrevocable Beneficiary cannot be changed without the written consent of such Beneficiary. No Beneficiary has any rights in the Contract until the Annuitant dies.

If the Annuitant dies on or after the Annuity Date and before all of the required annuity payments have been made, all remaining annuity payments will be subject to the above requirements regarding payment of the Death Benefit. Thus, for purposes of determining the amount of and to whom all remaining annuity payments shall be made, the Company will treat all remaining annuity payments as if they were a Death Benefit.

- **Designated Beneficiary**

Designated Beneficiary as used in the Distribution on Death of Owner section shall mean: (i) the contingent owner named in the application, or as subsequently changed, if any; (ii) the joint owner or Owners in the case of joint ownership; or (iii) the estate of the Owner if no contingent owner is named, and there is no joint owner or Owners.



## GENERAL PROVISIONS

- **Annuity Date**

On the Contract Date of this Contract, the Annuity Date will be set by the Company at the Contract Anniversary following the Annuitant's age 95. If Joint Annuitants are named in the application, the Annuity Date will be set based on the age of the oldest Joint Annuitant. During the lifetime of the Annuitant and prior to the Annuity Date, the Owner may change the Annuity Date by filling a signed written request with the Company. The Annuity Date may not be changed to a date earlier than 3 years after the Contract Date of this Contract.

- **Proceeds**

Proceeds shall mean the amount payable from the Contract when the Contract is surrendered, when the Death Benefit becomes payable or on the Annuity Date.

- **Premium Taxes**

The Company may be charged a state imposed Premium Tax on the Premiums you pay for this Contract. If a Premium Tax is imposed, the Company may deduct the amount of such tax from your Premiums when your Premiums are received, or from the Accumulated Value of the Contract upon:

1. Any Withdrawal from the Contract;
2. The full surrender of the Contract;
3. The election of a Settlement Option; or
4. The payment of a Death Benefit.

- **Terms of Annuity Payment**

- **If there is one living Annuitant on the Annuity Date**

On the Annuity Date, the Cash Surrender Value of this Contract will be applied to provide a 10 Year Certain and Life Annuity to the Annuitant, unless an Optional Annuity Benefit has been selected prior to the Annuity Date. The Optional Annuity Benefits are described in the Settlement Options section of this Contract. Once the annuity payments have started, the method and term of the payments cannot be changed.

The first annuity payment will be made on the Annuity Date. The Company may require proof of the true age and sex of the Annuitant before making the first annuity payment. In order to receive payments, the Annuitant must be living on the Annuity Date and on the date that each subsequent payment is due as required by the terms of the Annuity Settlement Option. The Company may require proof from time to time that this condition has been met.

- **If there are two living Annuitants on the Annuity Date**

On the Annuity Date, the Cash Surrender Value of this Contract will be applied to provide to the Annuitant listed first in the application a Joint and Last Survivor Annuity for the joint lifetime of the two Joint Annuitants and in an equal amount to the surviving Joint Annuitant during the remaining lifetime of the surviving Joint Annuitant, unless an Optional Annuity Benefit has been selected prior to the Annuity Date. The Optional Annuity Benefits are described in the Settlement Options section of this Contract. Once the annuity payments have started, the method and term of the payments cannot be changed.

## GENERAL PROVISIONS

The first annuity payment will be made on the Annuity Date. The Company may require proof of the true age and sex of the Joint Annuitants before making the first annuity payment. In order to receive payments, the Joint Annuitants must be living on the Annuity Date and on the date that each subsequent payment is due as required by the terms of the Annuity Settlement Option. The Company may require proof from time to time that this condition has been met.

- **Death Benefit**

The Death Benefit provided by this Contract will be paid upon receipt by the Company at its Administrative Office of due proof of the Annuitant's death and surrender of the Contract. The following in a form and manner satisfactory to the Company shall be considered due proof of the Annuitant's death:

1. Proof of death of the Annuitant while this Contract was in force. If Joint Annuitants are named, proof of death of the Annuitant shall mean proof of death of the second to die of the Joint Annuitants;
2. The Company's claim form from each Beneficiary, properly completed; and
3. Any other documents required by law.

The Death Benefit will be equal to the Contract's Cash Surrender Value or the Accumulated Value, whichever is greater, paid in a lump sum and will be calculated as of the date the Company receives at its Administrative Office the due proof of the Annuitant's death as required above. In lieu of receiving the Death Benefit in a lump sum, the Beneficiary may elect to have the Death Benefit applied under any of the Optional Annuity Benefits provided for in the Contract. The Death Benefit must be paid in a manner that complies with the applicable requirements of Section 72(s) of the Internal Revenue Code.

The Death Benefit will earn interest from the date the Company receives at its Administrative Office the due proof of the Annuitant's death required above to the date of payment or other settlement at the same rate the Company would have credited interest on the 1-Year Guaranteed Fixed Strategy if the Annuitant had not died. If a higher rate of interest is required by law, the Company will pay the higher rate.

- **Death of Non-Owner Annuitant**

The Company will pay the Beneficiary the Death Benefit provided in this Contract if the Annuitant who is not an Owner dies before the Annuity Date while this Contract is in force.

- **Distribution on Death of Owner**

- **Where Owner is not the Annuitant**

If any Owner dies before the Annuity Date while the Annuitant is alive, the Contract will continue, but the Cash Surrender Value of this Contract will be distributed to the Designated Beneficiary within 5 years after the death of such Owner. However, the above distribution requirement will not apply if:

## GENERAL PROVISIONS

1. The Owner's entire interest in the Contract is payable to the Designated Beneficiary who is an individual;
2. Such entire interest will be distributed over the life of the Designated Beneficiary or over a period not extending beyond the life expectancy of the Designated Beneficiary; and
3. The distribution begins not later than one year after the Owner's death or such later date as prescribed by the Internal Revenue Service.

If the Designated Beneficiary is the surviving spouse of the Owner on the Owner's death, the surviving spouse will be treated in accordance with Section 72(s)(3) of the Internal Revenue Code as the Owner for purposes of this provision. This results in delaying the distribution requirements under this provision until the death of the surviving spouse. The provision relative to the surviving spouse can only apply once. The provision cannot apply a second time if the surviving spouse continues the Contract, remarries and then dies.

If any Owner or any Annuitant dies on or after the Annuity Date, any remaining interest in the Contract will be distributed at least as rapidly as under the method of distribution being used as of the Owner's date of death.

- **Where Owner is the Annuitant**

If any Owner who is also the Annuitant dies before the Annuity Date, the Contract will continue, but the applicable Death Benefit as provided for under the Death Benefit section of this Contract will be distributed to the Beneficiary within 5 years after the death of such Owner. However, the above distribution requirement will not apply if:

1. The Death Benefit is payable to the Beneficiary who is an individual;
2. The Death Benefit will be distributed over the life of the Beneficiary or over a period not extending beyond the life expectancy of the Beneficiary; and
3. The distribution begins not later than one year after the Owner's death or such later date as prescribed by the Internal Revenue Service.

If the Beneficiary is the surviving spouse of the Owner on the Owner's death, the surviving spouse will be treated in accordance with Section 72(s)(3) of the Internal Revenue Code as the Owner for purposes of this provision. This results in delaying the distribution requirements under this provision until the death of the surviving spouse. The provision relative to the surviving spouse can only apply once. The provision cannot apply a second time if the surviving spouse continues the Contract, remarries and then dies.

If any Owner or any Annuitant dies on or after the Annuity Date, any remaining interest in the Contract will be distributed at least as rapidly as under the method of distribution being used as of the Owner's date of death.

**GENERAL PROVISIONS**

- **Conformity with Applicable Laws**

The paid-up annuity, Cash Surrender Value or Death Benefits available under this Contract are not less than the minimum benefits required by statute in the state in which this Contract is delivered. If any provision of this Contract is determined not to provide the minimum benefits required by the statutes or regulations of the state in which the Contract is delivered, such provision will be deemed to be amended to conform or comply with such laws or regulations. In addition, notwithstanding any provision in the Contract to the contrary, all distributions under the Contract must be made in accordance with the applicable requirements of Section 72(s) of the Internal Revenue Code, and all terms of the Contract shall be interpreted consistently with the requirements of this section.

**PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE**

- **Initial Premium**

The Initial Premium for this Contract may be paid at the Company's Administrative Office, or delivered to an agent of the Company. The Initial Premium is shown on the Contract Data Page and is due on the Contract Date. The Company may limit the amount of Initial Premium that it will accept for this Contract. The Initial Premium will be credited to the Strategies on the Contract Date based on the Allocation Percentages selected by the Owner.

- **Renewal Premiums**

Any Premiums received by the Company subsequent to the Initial Premium will be considered Renewal Premiums and must be received by the Company prior to the Annuity Date. The Company may limit the amount of Renewal Premiums that it will accept to the amount shown on the Contract Data Page. The Renewal Premiums for this Contract may be paid at the Company's Administrative Office, or delivered to an agent of the Company. The minimum Renewal Premium that will be accepted by the Company is \$1,000. Renewal Premiums are not required to maintain this Contract.

Renewal Premiums will be credited to the 1-Year Guaranteed Fixed Strategy on the date the Renewal Premiums are received by the Company.

- **Business Day**

Business Day shall mean any day of the week except for Saturday, Sunday and U.S. Federal holidays.

- **Allocation Percentages**

On the Contract Date, the Initial Premium will be credited to the Strategies based on the Allocation Percentages selected by the Owner. The Allocation Percentages selected for each Strategy must be a whole percentage ranging from 0% to 100%. The sum of the Allocation Percentages for the Strategies must at all times equal 100%. The Allocation Percentages in effect on the Contract Date are shown on the Contract Data Page.

- **Transfers**

The Owner may elect, on the Contract Anniversary, to transfer some or all of the value of a Strategy to one or more of the Contract's other Strategies as provided below. To elect such a transfer, the Owner must submit a written request that is received by the Company at its Administrative Office at least four (4) Business Days prior to the Contract Anniversary. The written request must specify the Strategies to which each transfer is to be made. The Owner must also specify the amount that is to be transferred, either as a total dollar amount or as a whole percentage of the Strategy Value.

The Owner may elect to transfer some or all of the value of a Multi-Year Guaranteed Fixed Strategy to the 1-Year Guaranteed Fixed Strategy at the end of any Term Period for such Multi-Year Guaranteed Fixed Strategy. At the end of the last applicable Term Period for each Multi-Year Guaranteed Fixed Strategy, the Multi-Year Guaranteed Fixed Strategy will terminate and the Company will automatically transfer the Strategy Value of that Strategy to the 1-Year Guaranteed Fixed Strategy.

**PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE**

Transfers from any Strategy to a Multi-Year Guaranteed Fixed Strategy will only be permitted if:

1. The Strategy from which the funds are being transferred is at the end of its Term Period and the Strategy to which the funds are being transferred is beginning a new Term Period; or
2. The funds are being transferred from the 1-Year Guaranteed Fixed Strategy and the Strategy to which the funds are being transferred is beginning a new Term Period.

For any transfer request received by the Company where the amount to be transferred represents a percentage of a known or unknown value, the Company will use its best efforts to determine the amount that must be transferred from each Strategy in order to satisfy the intent of the Owner's original request.

- **Strategies**

The Strategies available with this Contract shall be established by the Company and may change from time to time. The Interest Credits section of this Contract shall determine the amount of Interest Credits that are credited to each Strategy. The Strategies on the Contract Date are shown on the Contract Data Page.

- **Interest Credits**

The Company will declare Initial and Renewal Interest Rates that will determine the Interest Credits credited to the Strategy Value of each Strategy. The Initial Interest Rate for each Strategy is equal to the interest rate declared and currently in effect on the Contract Date and may include an Interest Rate Bonus. Any Interest Rate Bonus is included in, and not in addition to, the Initial Interest Rate shown on the Contract Data Page for each Strategy. The Renewal Interest Rate for each Strategy is guaranteed to never be less than the Minimum Guaranteed Interest Rate shown on the Contract Data Page. The Initial and Renewal Interest Rates for each Strategy are effective annual interest rates and are credited daily to the Strategy Value of each Strategy.

The Initial Interest Rate for the 1-Year Guaranteed Fixed Strategy will be guaranteed for the first Contract Year only. At the end of the first Contract Year and any subsequent Contract Year, the Company will declare a Renewal Interest Rate which will be guaranteed for the next Contract Year only.

The Initial Interest Rate for any Multi-Year Guaranteed Fixed Strategy will be guaranteed for the Term Period associated with that Strategy. At the end of the first Term Period and any subsequent Term Period, the Company will declare a Renewal Interest Rate which will be guaranteed for the next Term Period only. At the end of the last applicable Term Period for each Multi-Year Guaranteed Fixed Strategy, the Multi-Year Guaranteed Fixed Strategy will terminate and the Company will automatically transfer the Strategy Value of that Strategy to the 1-Year Guaranteed Fixed Strategy.

- **Accumulated Value**

The Accumulated Value of this Contract at any time shall be equal to the sum of the Contract's Strategy Values.

<b>PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE</b>
---

- **Strategy Value**

The Strategy Value of each Strategy will be equal to:

1. Any Premiums allocated to that Strategy; plus
2. Any amount(s) transferred from the Contract's other Strategies to that Strategy; plus
3. The amount of Interest Credits that are credited to that Strategy; minus
4. Any amount transferred from that Strategy to any of the Contract's other Strategies; minus
5. Withdrawals of any type deducted from that Strategy.

- **Cash Surrender Value**

At or before the Annuity Date and prior to the death of the Annuitant, the Owner may surrender this Contract for the Cash Surrender Value.

The Cash Surrender Value is the greater of (1) or (2) where:

- (1) Is the Accumulated Value, adjusted for any applicable Withdrawal Charge.
- (2) Is the Minimum Guaranteed Contract Value.

The Company may defer payment upon surrender of this Contract for up to six months if the insurance regulatory authority of the state in which this Contract was issued approves such deferral.

- **Withdrawal Charge**

The Withdrawal Charge in any Contract Year will be equal to  $[(A - B) \times C]$  where:

- (A) Is the Accumulated Value.
- (B) Is any Free Withdrawal amount available and remaining in the Contract Year.
- (C) Is any applicable Withdrawal Charge Rate shown on the Contract Data Page.

- **Minimum Guaranteed Contract Value**

The Minimum Guaranteed Contract Value of this Contract at any time shall be equal to:

- (1) 87.5% of the Initial and Renewal Premiums credited to the Contract accumulated at an interest rate of [3.00%] per year; minus
- (2) Withdrawals of any type from the Contract accumulated at an interest rate of [3.00%] per year.

The Minimum Guaranteed Contract Value associated with any Withdrawal from the Contract will be equal to the amount of the Withdrawal, adjusted for any applicable Withdrawal Charge.

**PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE**

- **Withdrawals; Free Withdrawals; Minimum Distribution Withdrawals**

At or before the Annuity Date and prior to the death of the Annuitant, the Owner may withdraw an amount up to the Cash Surrender Value. Unless specified otherwise by the Owner, Withdrawals will be made pro rata from all Strategies based on the Strategy Values as of the Withdrawal date.

A Free Withdrawal amount is provided each Contract Year. There will be no Withdrawal Charges applied to the Free Withdrawal amount. The Free Withdrawal amount available each Contract Year will be calculated at the time of the first Withdrawal that Contract Year. The Free Withdrawal amount will be equal to 10.00% of the Accumulated Value as of the Contract Anniversary coinciding with the first day of that Contract Year.

The Free Withdrawal amount provided each Contract Year is per Contract Year. Therefore, if any Withdrawals are taken during a Contract Year, any unused portion of the Free Withdrawal amount for that Contract Year cannot be carried over to the following Contract Year. However, if no Withdrawals are taken during a particular Contract Year, the Free Withdrawal amount available in the following Contract Year shall be increased to an amount equal to 20.00% of the Accumulated Value as of the Contract Anniversary coinciding with the first day of that Contract Year, which is the maximum cumulative Free Withdrawal amount that shall be available in any Contract Year.

To make a Withdrawal from the Contract that is not made pro rata from all Strategies, the Owner must submit a written request to the Company. The written request must be signed and dated and must state the Strategies from which the Withdrawal is to be taken. The Owner must specify the amount that is to be withdrawn, either as a total dollar amount or as a whole percentage of the Strategy Value. The amount specified by the Owner will be before the calculation of any applicable charges and/or adjustments. The minimum amount that may be withdrawn at any time is \$100. A Withdrawal Charge may apply to any amount withdrawn in excess of the Free Withdrawal amount. Withdrawal Charges will be calculated as defined in the Withdrawal Charge section of this Contract.

If the attained age of the Owner is 70 or older at the time of the first Withdrawal in any Contract Year, the Free Withdrawal amount for that Contract Year will equal the greater of (a) or (b) where:

- (a) Is the Contract's Free Withdrawal amount; and
- (b) Is the Owner's Required Minimum Distribution attributable to this Contract up to the Maximum Required Minimum Distribution provided by this Contract.

Owner's Required Minimum Distribution shall mean the minimum amount, if any, as calculated for this Contract under Internal Revenue Code Section 401, 403, 408, 408A, 457 and current IRS rules regarding minimum distributions, that must be distributed to the Owner of this Contract.



<b>PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE</b>
---

The Maximum Required Minimum Distribution available in any Contract Year shall equal (a) divided by (b) where:

- (a) Is the greater of the Contract's Cash Surrender Value or the Accumulated Value at the time of the first Withdrawal that Contract Year; and
- (b) Is the Withdrawal Factor for the Owner's attained age at the time of the first Withdrawal that Contract Year.

### Minimum Distribution Withdrawal Factors

Attained Age of Owner	Withdrawal Factor	Attained Age of Owner	Withdrawal Factor
70	27.4	93	9.6
71	26.5	94	9.1
72	25.6	95	8.6
73	24.7	96	8.1
74	23.8	97	7.6
75	22.9	98	7.1
76	22.0	99	6.7
77	21.2	100	6.3
78	20.3	101	5.9
79	19.5	102	5.5
80	18.7	103	5.2
81	17.9	104	4.9
82	17.1	105	4.5
83	16.3	106	4.2
84	15.5	107	3.9
85	14.8	108	3.7
86	14.1	109	3.4
87	13.4	110	3.1
88	12.7	111	2.9
89	12.0	112	2.6
90	11.4	113	2.4
91	10.8	114	2.1
92	10.2	115 and over	1.9

**PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE**

The Company may defer payment of Withdrawals from this Contract for up to six months if the insurance regulatory authority of the state in which this Contract was issued approves such deferral.

- **Statements**

The Company will furnish to the Owner annually, and at any time upon request, a Statement reflecting the total amount of Accumulated Value and Cash Surrender Value.

- **Terminal Illness Waiver of Withdrawal Charges**

The Owner may request an additional Free Withdrawal amount in any Contract Year that the Annuitant or one of the Joint Annuitants is diagnosed with a Terminal Illness and both of the following conditions are met:

- (a) The Annuitant or the Joint Annuitant's Terminal Illness is initially diagnosed at least one year after the Contract Date; and
- (b) The additional Free Withdrawal request is accompanied by Proof of Terminal Illness.

The Free Withdrawal amount that is available during any Contract Year that the above conditions are satisfied is equal to the greater of the Contract's Cash Surrender Value or the Accumulated Value as of the Contract Anniversary coinciding with the first day of that Contract Year.

Physician means a practitioner of the healing arts, who is licensed by the state and is not a member of the Annuitant or Joint Annuitant's family.

Proof of Terminal Illness means a certification of Terminal Illness prepared by a Physician who has examined the Annuitant or the Joint Annuitant and is qualified to provide the certification.

Upon receipt of the certification of Terminal Illness, the Company may require a second opinion or an examination of the Annuitant or the Joint Annuitant by one of its medical examiners. If the second opinion or examination is obtained, the results of the second opinion or examination shall be the basis for approving or disapproving the additional Free Withdrawal request. The cost of any second opinion or examination will be borne by the Company.

Terminal Illness means an illness that is expected to cause death within twelve (12) months.

- **Confinement Waiver of Withdrawal Charges**

The Owner may request an additional Free Withdrawal amount in any Contract Year that the Annuitant or one of the Joint Annuitants is confined to a Hospital, Hospice Facility or Convalescent Care Facility and all of the following conditions are met:

- (a) The Annuitant or Joint Annuitant is confined to a Hospital, Hospice Facility or Convalescent Care Facility for at least 60 consecutive days;
- (b) The Annuitant or Joint Annuitant's confinement in the Hospital, Hospice Facility or Convalescent Care Facility begins at least one year after the Contract Date;

<b>PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE</b>
---

- (c) The additional Free Withdrawal request is received by the Company no later than ninety (90) days following the date that the qualifying confinement has ceased;
- (d) Confinement in a Hospital, Hospice Facility or Convalescent Care Facility is recommended by a Physician who is duly licensed by the state to treat the injury or sickness causing the confinement and who is not an employee of the Hospital, Convalescent Care Facility or Hospice Facility where the Annuitant or Joint Annuitant is confined; and
- (e) The additional Free Withdrawal request is accompanied by written proof of confinement and the Physician's recommendation.

The Free Withdrawal amount that is available during any Contract Year that all of the above conditions are satisfied is equal to the greater of the Contract's Cash Surrender Value or the Accumulated Value as of the Contract Anniversary coinciding with the first day of that Contract Year.

Convalescent Care Facility means an institution which: (i) is licensed by the state as a convalescent nursing facility, a qualified nursing facility, a convalescent hospital, a convalescent unit of a Hospital, an intermediate care facility, or a custodial care facility; (ii) is primarily engaged in providing, in addition to room and board accommodations, continuous nursing service by or under the supervision of a Physician or a licensed registered nurse (R.N.); (iii) maintains a daily record of each patient which is available for review by the Company; and (iv) administers a planned program of observation and treatment by a Physician (other than the proprietor or an employee of such facility) which is in accordance with existing standards of medical practice for the confinement.

Convalescent Care Facility does not mean a facility or any part of a facility used primarily for: rest care, training or education, or the treatment of alcoholism or chemical dependency.

Hospice Facility means an institution which provides a formal program of care for terminally ill patients whose life expectancy is less than 6 months, provided on an inpatient basis and directed by a Physician. It must be licensed, certified or registered in accordance with state law.

Hospital means an institution which: (i) is licensed as a Hospital and operated pursuant to law; (ii) is primarily engaged in providing or operating (either on its premises or in facilities available to the Hospital on a prearranged contractual basis and under the supervision of a staff of one or more duly licensed Physicians) diagnostic and surgery facilities for the medical care and treatment of injured and sick persons on an inpatient basis for which a charge is made; and (iii) provides 24-hour nursing service by or under the supervision of a licensed registered nurse (R.N.).

Hospital shall not include any institution which: is principally a rest home, nursing home, convalescent home, home for the aged, or is principally an institution for the care and treatment of alcohol or chemical dependency.

Physician means a practitioner of the healing arts, who is licensed by the state and is not a member of the Annuitant or Joint Annuitant's family.

<b>PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE</b>
---

- **Home Health Care Services Waiver of Withdrawal Charges**

Each Contract Year after the first Contract Year, the Owner may request an additional Free Withdrawal if the Annuitant or at least one of the Joint Annuitants is unable to perform at least two (2) of the five (5) Activities of Daily Living. The additional Free Withdrawal request must be accompanied by a Physician's written verification of the Annuitant or Joint Annuitant's inability to perform the Activities of Daily Living.

The additional Free Withdrawal amount that is available during any Contract Year that the above provisions are satisfied is equal to (1) minus (2) minus (3) where:

- (1) Is 20% of the Accumulated Value as of the Contract Anniversary coinciding with the first day of that Contract Year.
- (2) Is the maximum Free Withdrawal amount available for that Contract Year under the Withdrawals; Free Withdrawals; Minimum Distribution Withdrawals provision of the Contract.
- (3) Is the amount of any additional Free Withdrawal taken during the Contract Year under the Terminal Illness Waiver of Withdrawal Charges or the Confinement Waiver of Withdrawal Charges provisions of the Contract.

Activities of Daily Living shall include and be limited to Bathing, Dressing, Eating, Toileting and Transferring.

- Bathing means washing oneself by sponge bath or in either a tub or shower, and shall include the task of getting into or out of the tub or shower.
- Dressing means putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
- Eating means feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.
- Toileting means getting to and from the toilet, getting on and off the toilet and performing associated personal hygiene.
- Transferring means moving into or out of a bed, chair or wheelchair.

Physician means a practitioner of the healing arts, who is licensed by the state and is not a member of the Annuitant or Joint Annuitant's family.

Upon receipt of the Physician's written verification, the Company may require a second opinion or an examination of the Annuitant or the Joint Annuitant by one of its medical examiners. If the second opinion or examination is obtained, the results of the second opinion or examination shall be the basis for approving or disapproving the additional Free Withdrawal request. The cost of any second opinion or examination will be borne by the Company. The Company may also require proof from time to time to verify the Annuitant or Joint Annuitant's inability to perform Activities of Daily Living.

## SETTLEMENT OPTIONS

- **Election of Option**

The Beneficiary may elect to receive the Death Benefit provided by this Contract under one of the Settlement Options provided in this Contract. However, the Settlement Option elected must satisfy the applicable distribution requirements of Section 72(s) of the Internal Revenue Code.

Any election of a Settlement Option must be made in writing and is irrevocable after the payments commence. The Payee is the person who will receive the payments under the option. The Payee must be a natural person. No Payee shall have the right to assign or transfer any future payments under any option except as provided in the option or by law.

Multiple Settlement Options may be elected except in the case where the payout is being made because of the death of an Owner. If more than one option is elected, the amount applied under each option must be at least \$5,000. Payments under the options elected may start on the same or different dates as agreed by the Company.

Payments made quarterly, semiannually or annually may be elected in lieu of monthly payments. The amount of such payments will be furnished upon request. Payments less than \$100 will only be made annually.

- **Optional Annuity Benefits**

This Contract will provide the following Optional Annuity Benefits:

**Option 1 - Life Annuity**

Monthly payments will be made during the lifetime of the Payee. The monthly payments will cease on the death of the Payee. No payments will be due after the death of the Payee.

**Option 2 - Life Annuity with Guaranteed Period**

Monthly payments will be made for the guaranteed period elected and thereafter for the lifetime of the Payee. The guaranteed periods are 5, 10, 15 or 20 years, or any other period agreed upon in writing by the Company. After the guaranteed period, monthly payments will cease on the death of the Payee, and no payments will be due after the death of the Payee. If the Payee dies during the guaranteed period, no payments will be due after the guaranteed period.

**Option 3 - Installment Refund Life Annuity**

Monthly payments will be made for the Installment Refund Period and thereafter for the lifetime of the Payee. The Installment Refund Period is the period required for the sum of the monthly payments to equal the total amount applied under this option. After the Installment Refund Period, monthly payments will cease on the death of the Payee, and no payments will be due after the death of the Payee. If the Payee dies during the Installment Refund Period, no payments will be due after the Installment Refund Period.

**SETTLEMENT OPTIONS****Option 4 - Joint and Last Survivor Annuity**

Monthly payments will be made for the joint lifetime of two persons and in an equal amount during the remaining lifetime of the survivor. Payments will cease on the death of the last survivor. No payments will be due after the death of the last survivor. Payments may also be made to the survivor in an amount equal to  $\frac{2}{3}$  or  $\frac{1}{2}$  of the payment made during the joint lifetime of the two persons.

**Option 5 - Fixed Period Annuity**

Monthly payments will be made for the fixed period elected. Payments will cease at the end of the fixed period and no further payments will be due. The fixed period that may be elected is any period from 5 to 30 years.

The Annuity Settlement Option factors contained in the following tables are based on the Annuity 2000 Mortality Table and a minimum guaranteed interest rate of 2.00%, assuming that 50% of Annuitants are male and 50% are female. Interest in excess of the guaranteed rate may be paid as determined by the Company.

Annuity Settlement Option factors for Option 4 - Joint and Last Survivor Annuity will be furnished upon request.

<b>SETTLEMENT OPTIONS</b>
---------------------------

<p align="center"><b>Option One, Two, and Three</b>  <b>Monthly Income Rates per \$1,000 of Proceeds</b></p>
--

<b>Period Certain &amp; Life</b>
----------------------------------

Age	Life	5 Years	10 Years	15 Years	20 Years	Install Refund
60	4.23	4.22	4.17	4.08	3.94	3.89
65	4.88	4.85	4.75	4.56	4.30	4.34
70	5.78	5.71	5.48	5.11	4.62	4.93
75	7.04	6.87	6.37	5.63	4.86	5.68
80	8.86	8.43	7.31	6.04	4.98	6.66
85+	N/A	10.36	8.15	6.28	5.03	N/A

<p align="center"><b>Option Five</b>  <b>Monthly Income Rates per \$1,000 of Proceeds</b></p>
---

Number Years	Monthly Payment
5	17.49
10	9.18
15	6.42
20	5.04
25	4.22
30	3.68

(THIS PAGE LEFT BLANK INTENTIONALLY)



- **Flexible Premium Deferred Annuity Contract**

Monthly income commencing on Annuity Date. Option to change Annuity Date. Option to change type of Annuity Benefit payable. Non-Participating. A Stock Company.



***Administrative Office:***  
555 South Kansas Avenue  
P.O. Box 2039  
Topeka, KS 66601-2039  
(888) 252-5530

***Home Office:***  
611 5th Avenue  
Des Moines, IA 50309  
(800) 800-9882

## Flexible Premium Deferred Annuity Contract

**AVIVA LIFE AND ANNUITY COMPANY** (hereinafter "the Company") will make the payments and provide the benefits described in this Contract in consideration for the payment by the Owner of the Premium when due.

Upon the death of the Annuitant before the Annuity Date, the Company will pay the Beneficiary the Death Benefit as provided in this Contract. Payment will be made on receipt of due proof of the Annuitant's death and surrender of this Contract.

This is a legal contract between the Owner and **AVIVA LIFE AND ANNUITY COMPANY**.

**PLEASE READ THIS CONTRACT CAREFULLY.** It includes the provisions both on the pages within and on any riders or endorsements which are attached. If the Owner is not satisfied with the Contract, the Owner may return it to the Company or to the agent from whom the Contract was purchased within 20 days following its receipt and the Premium paid will be refunded and the Contract will be cancelled.

- Flexible Premium Deferred Annuity Contract.
- Monthly income commencing on Annuity Date.
- Option to change Annuity Date.
- Option to change type of Annuity Benefit payable.
- Non-Participating.
- A Stock Company.



Thomas C. Godlasky  
President and CEO



Michael H. Miller  
Secretary



**Administrative Office:**  
555 South Kansas Avenue  
P.O. Box 2039  
Topeka, KS 66601-2039  
(888) 252-5530

**Home Office:**  
611 5th Avenue  
Des Moines, IA 50309  
(800) 800-9882

## INDEX OF CONTRACT PROVISIONS

<b>GENERAL CONTRACT PROVISIONS</b>	
The Contract	5
Contract Date, Contract Year and Contract Anniversary	5
Authority to Change	5
Incontestability	5
Age and Sex	5
Annuitant; Joint Annuitants	5-6
Owner	6
Assignment	6
Beneficiary	6-7
Designated Beneficiary	7
Annuity Date	8
Proceeds	8
Premium Taxes	8
Terms of Annuity Payment	8-9
• If there is one living Annuitant on the Annuity Date	8
• If there are two living Annuitants on the Annuity Date	8-9
Death Benefit	9
Death of Non-Owner Annuitant	9
Distribution on Death of Owner	9-10
• Where Owner is not the Annuitant	9-10
• Where Owner is the Annuitant	10
Conformity with Applicable Laws	11
<b>PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE</b>	
Initial Premium	12
Renewal Premiums	12
Business Day	12
Allocation Percentages	12
Transfers	12-13
Strategies	13

**INDEX OF CONTRACT PROVISIONS • Continued**

<b>PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE</b>	
Interest Credits	13
Accumulated Value	13
Strategy Value	14
Cash Surrender Value	14
Withdrawal Charge	14
Minimum Guaranteed Contract Value	14
Withdrawals; Free Withdrawals; Minimum Distribution Withdrawals	15-17
Statements	17
Terminal Illness Waiver of Withdrawal Charges	17
Confinement Waiver of Withdrawal Charges	17-18
Home Health Care Services Waiver of Withdrawal Charges	19
<b>SETTLEMENT OPTIONS</b>	
Election of Option	20
Optional Annuity Benefits	20-21
• Option 1 - Life Annuity	20
• Option 2 - Life Annuity with Guaranteed Period	20
• Option 3 - Installment Refund Life Annuity	20
• Option 4 - Joint and Last Survivor Annuity	21
• Option 5 - Fixed Period Annuity	21
Annuity Tables	22

(THIS PAGE LEFT BLANK INTENTIONALLY)

**CONTRACT DATA PAGE**

<b>Contract Data</b>	
Contract Number:	[Specimen]
Annuitant:	[John Doe]
Annuitant's Age:	[70]
Annuitant's Sex:	[Male]
Contract Date:	[01/01/2008]
Annuity Date:	[01/01/2033]
Initial Premium:	[\$25,000.00]
Minimum Guaranteed Interest Rate:	[2.00%]
Maximum Renewal Premiums:	\$100,000.00 Per 12 Month Period

<b>Withdrawal Charge Rate Schedule</b>	
Contract Year	Rate
1	[8.00%]
2	[7.00%]
3	[6.00%]
4	[5.00%]
5	[4.00%]
<b>There are no Withdrawal Charges after the 5th Contract Year.</b>	

(THIS PAGE LEFT BLANK INTENTIONALLY)

**CONTRACT DATA PAGE • Continued****Strategy Allocation Percentages and Data Elements on the Contract Date**

<b>1-Year Strategy(ies)</b>	<b>Allocation Percentages</b>	<b>Initial Interest Rate</b>	<b>Interest Rate Bonus*</b>		
1-Year Guaranteed Fixed Strategy:	[100%]	[3.00%]	[1.00%]		
<b>Multi-Year Strategy(ies)</b>	<b>Allocation Percentages</b>	<b>Initial Interest Rate</b>	<b>Interest Rate Bonus*</b>	<b>Term Period</b>	<b>Number of Term Periods</b>
[2]-Year Guaranteed Fixed Strategy	[0%]	[3.50%]	[1.00%]	[2]	[1]

\*Any Interest Rate Bonus is included in, and not in addition to, the Initial Interest Rate shown for each Strategy.

ALL INTEREST RATES ARE EFFECTIVE ANNUAL RATES.

**FOR INFORMATION, OR TO MAKE A COMPLAINT REGARDING THIS CONTRACT,  
CALL: [1-888-252-5530]**



(THIS PAGE LEFT BLANK INTENTIONALLY)

<b>TABLE OF GUARANTEED MINIMUM VALUES</b>
---

**Contract Number:** [Specimen]**Initial Premium:** [\$25,000.00]

End of Contract Year	Minimum Cash Surrender Value
1	[\$24,355.00]
2	[25,209.25]
3	[25,928.81]
4	[27,326.10]
5	[27,872.62]
6	[28,430.07]
7	[28,998.67]
8	[29,578.64]
9	[30,170.21]
10	[30,773.61]
11	[31,389.08]
12	[32,016.86]
13	[32,657.19]
14	[33,310.33]
15	[33,976.53]
16	[34,656.06]
17	[35,349.18]
18	[36,056.16]
19	[36,777.28]
20	[37,512.82]
Age 95	[41,417.16]

The values at left were calculated as defined in the Cash Surrender Value section of this Contract, assuming no Renewal Premiums, Withdrawals or Premium Taxes. The values were calculated based on the Initial Interest Rates, Minimum Guaranteed Interest Rate and Strategy Allocation Percentages shown on the Contract Data Page. The Minimum Guaranteed Contract Value is shown for any Contract Year in which the calculated values are less than the Minimum Guaranteed Contract Value.

The paid-up annuity, Cash Surrender Value or Death Benefits available under this Contract, other than on the Contract Anniversary, shall be calculated with allowance for the lapse of time since the Contract Anniversary and are not less than the minimum benefits required by statute in the state in which this Contract is delivered.

(THIS PAGE LEFT BLANK INTENTIONALLY)

## GENERAL PROVISIONS

- **The Contract**

This Contract, including endorsements, riders or signed amendments, the Contract Data Page and the attached application, constitute the entire Contract. All statements made in the application are representations and not warranties. No statement will be used to deny a claim unless made in the application, a copy of which is attached to this Contract. This Contract and the Company's obligation under this Contract shall terminate upon the payment of all benefits required by this Contract.

- **Contract Date, Contract Year and Contract Anniversary**

Coverage provided by this Contract is effective as of the Contract Date shown on the Contract Data Page. Contract Years and Contract Anniversaries are determined from the Contract Date. Hypothetical example: If the Contract Date is January 26, 2008, the first Contract Year ends on January 26, 2009, and the first Contract Anniversary occurs on January 26, 2009.

- **Authority to Change**

No one except the President or Secretary of the Company may change or waive any of the terms of this Contract. Any change must be in writing and signed by the President or the Secretary of the Company.

- **Incontestability**

All statements made in the application are considered representations and not warranties. The validity of the Contract will not be contestable.

- **Age and Sex**

If the age or sex of the Annuitant has been misstated, the amount payable by the Company will be that which the Premium paid would have purchased if the true age and sex had been stated on the application for this Contract. Age will be calculated as of the Contract Date and will be equal to the age at the last birthday of the Annuitant. Any underpayments already made by the Company will be immediately paid in one sum with interest compounded at the rate of 3.00% per year. Any overpayments made by the Company will be charged against the next succeeding annuity payment or payments with interest compounded at the rate of 3.00% per year.

- **Annuitant; Joint Annuitants**

The Annuitant is the person named on the Contract Data Page whose life determines the annuity payments made under this Contract and is the person who will receive such payments on the Annuity Date. We will allow the Owner to name in the application two people to jointly serve as the Annuitant. If Joint Annuitants are named, this Contract will be issued only if the Joint Annuitants are spouses. After the Contract Date, neither the Annuitant nor the Joint Annuitants may be changed.

## GENERAL PROVISIONS

Unless otherwise stated, Annuitant shall mean the Annuitants jointly if Joint Annuitants have been named. If Joint Annuitants are named and one Joint Annuitant dies, the Contract shall continue with the surviving Joint Annuitant serving as the sole surviving Annuitant. For purposes of administering the provisions of this Contract, when Joint Annuitants are named, the Annuitant shall be considered living as long as at least one Joint Annuitant is alive. In other words, for purposes of administering the provisions of this Contract, if Joint Annuitants are named, it is only on the death of the last surviving Annuitant that the Annuitant is considered to have died.

- **Owner**

Owner means the Contract Owner named in the application or the Contract Owner's successor or assignee if ownership has been assigned. If no Owner is named on the application, the Annuitant will be the Owner. During the Annuitant's lifetime all rights described in this Contract may be exercised by the Owner subject to the rights of:

- (a) Any assignee of record with the Company; and
- (b) Any irrevocably named Beneficiary.

If an Owner who is a natural person dies during the Annuitant's lifetime, the contingent owner named in the application, if any, will become the Owner. If there is no contingent owner named, ownership will pass to the estate of the Owner. Subject to the Distribution on Death of Owner section in this Contract, in the case of joint ownership, on the death of a joint owner, ownership will pass to the surviving Owner(s). On the death of the last surviving Owner, if no contingent owner has been named, ownership will pass to the estate of the last surviving Owner.

All rights of the Owner under this Contract terminate on the death of the Annuitant.

For purposes of the Distribution on Death of Owner section, if the Owner of the Contract is not a natural person, the death of any Annuitant shall be treated as the death of an Owner of the Contract.

- **Assignment**

This Contract may be assigned by written request filed with the Company unless restricted by endorsement to this Contract. The assignment will take effect on the date the written request was signed. However, the assignment is subject to any action taken by the Company prior to receipt of the written request. The Company has no liability under any assignment for its actions or omissions done in good faith.

- **Beneficiary**

The Beneficiary is the person or persons who will receive the Death Benefit provided by this Contract. While the Annuitant is alive, the Owner may change a Beneficiary by a signed written request filed with the Company and may name one or more contingent Beneficiaries. No change will take effect unless the Company receives such signed written request. A change will take effect as of the date the written request was signed. Any change is subject to payment or other action taken by the Company before the change was received.

## GENERAL PROVISIONS

The following rules shall apply unless otherwise permitted by the Company in accordance with applicable law:

1. All rights of a Beneficiary, including an irrevocable Beneficiary, will end if such Beneficiary dies before the Annuitant.
2. If no Beneficiary has been named when the Annuitant dies, the Company will pay the Death Benefit to the Annuitant's estate. In the case of Joint Annuitants, the Company will pay the Death Benefit to the estate of the last surviving Joint Annuitant. If the death of both Joint Annuitants occurs simultaneously, the estates of both Joint Annuitants will share the Death Benefit equally.
3. If no Beneficiary is alive when the Annuitant dies, the Company will pay the Death Benefit to the Annuitant's estate. In the case of Joint Annuitants, the Company will pay the Death Benefit to the estate of the last surviving Joint Annuitant. If the death of both Joint Annuitants occurs simultaneously, the estates of both Joint Annuitants will share the Death Benefit equally.
4. If only one Beneficiary survives the Annuitant, the Company will pay the entire Death Benefit to such Beneficiary.
5. If the Owner has not designated how the Death Benefit is to be distributed and two or more Beneficiaries survive the Annuitant, the surviving Beneficiaries will share the Death Benefit equally.
6. If the Owner has designated how the Death Benefit is to be distributed and a Beneficiary predeceases the Annuitant, the portion of the Death Benefit designated to the deceased Beneficiary shall be divided among the surviving Beneficiaries on a pro rata basis. In other words, each surviving Beneficiary's interest in the Death Benefit will be divided by the sum of the interests of all surviving Beneficiaries to determine the percentage each surviving Beneficiary will receive of the deceased Beneficiary's original interest in the Death Benefit.

A Beneficiary that is not a natural person will be considered living for purposes of administering these rules. The interest of any named irrevocable Beneficiary cannot be changed without the written consent of such Beneficiary. No Beneficiary has any rights in the Contract until the Annuitant dies.

If the Annuitant dies on or after the Annuity Date and before all of the required annuity payments have been made, all remaining annuity payments will be subject to the above requirements regarding payment of the Death Benefit. Thus, for purposes of determining the amount of and to whom all remaining annuity payments shall be made, the Company will treat all remaining annuity payments as if they were a Death Benefit.

- **Designated Beneficiary**

Designated Beneficiary as used in the Distribution on Death of Owner section shall mean: (i) the contingent owner named in the application, or as subsequently changed, if any; (ii) the joint owner or Owners in the case of joint ownership; or (iii) the estate of the Owner if no contingent owner is named, and there is no joint owner or Owners.

## GENERAL PROVISIONS

- **Annuity Date**

On the Contract Date of this Contract, the Annuity Date will be set by the Company at the Contract Anniversary following the Annuitant's age 95. If Joint Annuitants are named in the application, the Annuity Date will be set based on the age of the oldest Joint Annuitant. During the lifetime of the Annuitant and prior to the Annuity Date, the Owner may change the Annuity Date by filing a signed written request with the Company. The Annuity Date may not be changed to a date earlier than 5 years after the Contract Date of this Contract.

- **Proceeds**

Proceeds shall mean the amount payable from the Contract when the Contract is surrendered, when the Death Benefit becomes payable or on the Annuity Date.

- **Premium Taxes**

The Company may be charged a state imposed Premium Tax on the Premiums you pay for this Contract. If a Premium Tax is imposed, the Company may deduct the amount of such tax from your Premiums when your Premiums are received, or from the Accumulated Value of the Contract upon:

1. Any Withdrawal from the Contract;
2. The full surrender of the Contract;
3. The election of a Settlement Option; or
4. The payment of a Death Benefit.

- **Terms of Annuity Payment**

- **If there is one living Annuitant on the Annuity Date**

On the Annuity Date, the Cash Surrender Value of this Contract will be applied to provide a 10 Year Certain and Life Annuity to the Annuitant, unless an Optional Annuity Benefit has been selected prior to the Annuity Date. The Optional Annuity Benefits are described in the Settlement Options section of this Contract. Once the annuity payments have started, the method and term of the payments cannot be changed.

The first annuity payment will be made on the Annuity Date. The Company may require proof of the true age and sex of the Annuitant before making the first annuity payment. In order to receive payments, the Annuitant must be living on the Annuity Date and on the date that each subsequent payment is due as required by the terms of the Annuity Settlement Option. The Company may require proof from time to time that this condition has been met.

- **If there are two living Annuitants on the Annuity Date**

On the Annuity Date, the Cash Surrender Value of this Contract will be applied to provide to the Annuitant listed first in the application a Joint and Last Survivor Annuity for the joint lifetime of the two Joint Annuitants and in an equal amount to the surviving Joint Annuitant during the remaining lifetime of the surviving Joint Annuitant, unless an Optional Annuity Benefit has been selected prior to the Annuity Date. The Optional Annuity Benefits are described in the Settlement Options section of this Contract. Once the annuity payments have started, the method and term of the payments cannot be changed.

## GENERAL PROVISIONS

The first annuity payment will be made on the Annuity Date. The Company may require proof of the true age and sex of the Joint Annuitants before making the first annuity payment. In order to receive payments, the Joint Annuitants must be living on the Annuity Date and on the date that each subsequent payment is due as required by the terms of the Annuity Settlement Option. The Company may require proof from time to time that this condition has been met.

- **Death Benefit**

The Death Benefit provided by this Contract will be paid upon receipt by the Company at its Administrative Office of due proof of the Annuitant's death and surrender of the Contract. The following in a form and manner satisfactory to the Company shall be considered due proof of the Annuitant's death:

1. Proof of death of the Annuitant while this Contract was in force. If Joint Annuitants are named, proof of death of the Annuitant shall mean proof of death of the second to die of the Joint Annuitants;
2. The Company's claim form from each Beneficiary, properly completed; and
3. Any other documents required by law.

The Death Benefit will be equal to the Contract's Cash Surrender Value or the Accumulated Value, whichever is greater, paid in a lump sum and will be calculated as of the date the Company receives at its Administrative Office the due proof of the Annuitant's death as required above. In lieu of receiving the Death Benefit in a lump sum, the Beneficiary may elect to have the Death Benefit applied under any of the Optional Annuity Benefits provided for in the Contract. The Death Benefit must be paid in a manner that complies with the applicable requirements of Section 72(s) of the Internal Revenue Code.

The Death Benefit will earn interest from the date the Company receives at its Administrative Office the due proof of the Annuitant's death required above to the date of payment or other settlement at the same rate the Company would have credited interest on the 1-Year Guaranteed Fixed Strategy if the Annuitant had not died. If a higher rate of interest is required by law, the Company will pay the higher rate.

- **Death of Non-Owner Annuitant**

The Company will pay the Beneficiary the Death Benefit provided in this Contract if the Annuitant who is not an Owner dies before the Annuity Date while this Contract is in force.

- **Distribution on Death of Owner**

- **Where Owner is not the Annuitant**

If any Owner dies before the Annuity Date while the Annuitant is alive, the Contract will continue, but the Cash Surrender Value of this Contract will be distributed to the Designated Beneficiary within 5 years after the death of such Owner. However, the above distribution requirement will not apply if:



## GENERAL PROVISIONS

1. The Owner's entire interest in the Contract is payable to the Designated Beneficiary who is an individual;
2. Such entire interest will be distributed over the life of the Designated Beneficiary or over a period not extending beyond the life expectancy of the Designated Beneficiary; and
3. The distribution begins not later than one year after the Owner's death or such later date as prescribed by the Internal Revenue Service.

If the Designated Beneficiary is the surviving spouse of the Owner on the Owner's death, the surviving spouse will be treated in accordance with Section 72(s)(3) of the Internal Revenue Code as the Owner for purposes of this provision. This results in delaying the distribution requirements under this provision until the death of the surviving spouse. The provision relative to the surviving spouse can only apply once. The provision cannot apply a second time if the surviving spouse continues the Contract, remarries and then dies.

If any Owner or any Annuitant dies on or after the Annuity Date, any remaining interest in the Contract will be distributed at least as rapidly as under the method of distribution being used as of the Owner's date of death.

- **Where Owner is the Annuitant**

If any Owner who is also the Annuitant dies before the Annuity Date, the Contract will continue, but the applicable Death Benefit as provided for under the Death Benefit section of this Contract will be distributed to the Beneficiary within 5 years after the death of such Owner. However, the above distribution requirement will not apply if:

1. The Death Benefit is payable to the Beneficiary who is an individual;
2. The Death Benefit will be distributed over the life of the Beneficiary or over a period not extending beyond the life expectancy of the Beneficiary; and
3. The distribution begins not later than one year after the Owner's death or such later date as prescribed by the Internal Revenue Service.

If the Beneficiary is the surviving spouse of the Owner on the Owner's death, the surviving spouse will be treated in accordance with Section 72(s)(3) of the Internal Revenue Code as the Owner for purposes of this provision. This results in delaying the distribution requirements under this provision until the death of the surviving spouse. The provision relative to the surviving spouse can only apply once. The provision cannot apply a second time if the surviving spouse continues the Contract, remarries and then dies.

If any Owner or any Annuitant dies on or after the Annuity Date, any remaining interest in the Contract will be distributed at least as rapidly as under the method of distribution being used as of the Owner's date of death.

**GENERAL PROVISIONS**

- **Conformity with Applicable Laws**

The paid-up annuity, Cash Surrender Value or Death Benefits available under this Contract are not less than the minimum benefits required by statute in the state in which this Contract is delivered. If any provision of this Contract is determined not to provide the minimum benefits required by the statutes or regulations of the state in which the Contract is delivered, such provision will be deemed to be amended to conform or comply with such laws or regulations. In addition, notwithstanding any provision in the Contract to the contrary, all distributions under the Contract must be made in accordance with the applicable requirements of Section 72(s) of the Internal Revenue Code, and all terms of the Contract shall be interpreted consistently with the requirements of this section.

**PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE**

- **Initial Premium**

The Initial Premium for this Contract may be paid at the Company's Administrative Office, or delivered to an agent of the Company. The Initial Premium is shown on the Contract Data Page and is due on the Contract Date. The Company may limit the amount of Initial Premium that it will accept for this Contract. The Initial Premium will be credited to the Strategies on the Contract Date based on the Allocation Percentages selected by the Owner.

- **Renewal Premiums**

Any Premiums received by the Company subsequent to the Initial Premium will be considered Renewal Premiums and must be received by the Company prior to the Annuity Date. The Company may limit the amount of Renewal Premiums that it will accept to the amount shown on the Contract Data Page. The Renewal Premiums for this Contract may be paid at the Company's Administrative Office, or delivered to an agent of the Company. The minimum Renewal Premium that will be accepted by the Company is \$1,000. Renewal Premiums are not required to maintain this Contract.

Renewal Premiums will be credited to the 1-Year Guaranteed Fixed Strategy on the date the Renewal Premiums are received by the Company.

- **Business Day**

Business Day shall mean any day of the week except for Saturday, Sunday and U.S. Federal holidays.

- **Allocation Percentages**

On the Contract Date, the Initial Premium will be credited to the Strategies based on the Allocation Percentages selected by the Owner. The Allocation Percentages selected for each Strategy must be a whole percentage ranging from 0% to 100%. The sum of the Allocation Percentages for the Strategies must at all times equal 100%. The Allocation Percentages in effect on the Contract Date are shown on the Contract Data Page.

- **Transfers**

The Owner may elect, on the Contract Anniversary, to transfer some or all of the value of a Strategy to one or more of the Contract's other Strategies as provided below. To elect such a transfer, the Owner must submit a written request that is received by the Company at its Administrative Office at least four (4) Business Days prior to the Contract Anniversary. The written request must specify the Strategies to which each transfer is to be made. The Owner must also specify the amount that is to be transferred, either as a total dollar amount or as a whole percentage of the Strategy Value.

The Owner may elect to transfer some or all of the value of a Multi-Year Guaranteed Fixed Strategy to the 1-Year Guaranteed Fixed Strategy at the end of any Term Period for such Multi-Year Guaranteed Fixed Strategy. At the end of the last applicable Term Period for each Multi-Year Guaranteed Fixed Strategy, the Multi-Year Guaranteed Fixed Strategy will terminate and the Company will automatically transfer the Strategy Value of that Strategy to the 1-Year Guaranteed Fixed Strategy.

## PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE

Transfers from any Strategy to a Multi-Year Guaranteed Fixed Strategy will only be permitted if:

1. The Strategy from which the funds are being transferred is at the end of its Term Period and the Strategy to which the funds are being transferred is beginning a new Term Period; or
2. The funds are being transferred from the 1-Year Guaranteed Fixed Strategy and the Strategy to which the funds are being transferred is beginning a new Term Period.

For any transfer request received by the Company where the amount to be transferred represents a percentage of a known or unknown value, the Company will use its best efforts to determine the amount that must be transferred from each Strategy in order to satisfy the intent of the Owner's original request.

- **Strategies**

The Strategies available with this Contract shall be established by the Company and may change from time to time. The Interest Credits section of this Contract shall determine the amount of Interest Credits that are credited to each Strategy. The Strategies on the Contract Date are shown on the Contract Data Page.

- **Interest Credits**

The Company will declare Initial and Renewal Interest Rates that will determine the Interest Credits credited to the Strategy Value of each Strategy. The Initial Interest Rate for each Strategy is equal to the interest rate declared and currently in effect on the Contract Date and may include an Interest Rate Bonus. Any Interest Rate Bonus is included in, and not in addition to, the Initial Interest Rate shown on the Contract Data Page for each Strategy. The Renewal Interest Rate for each Strategy is guaranteed to never be less than the Minimum Guaranteed Interest Rate shown on the Contract Data Page. The Initial and Renewal Interest Rates for each Strategy are effective annual interest rates and are credited daily to the Strategy Value of each Strategy.

The Initial Interest Rate for the 1-Year Guaranteed Fixed Strategy will be guaranteed for the first Contract Year only. At the end of the first Contract Year and any subsequent Contract Year, the Company will declare a Renewal Interest Rate which will be guaranteed for the next Contract Year only.

The Initial Interest Rate for any Multi-Year Guaranteed Fixed Strategy will be guaranteed for the Term Period associated with that Strategy. At the end of the first Term Period and any subsequent Term Period, the Company will declare a Renewal Interest Rate which will be guaranteed for the next Term Period only. At the end of the last applicable Term Period for each Multi-Year Guaranteed Fixed Strategy, the Multi-Year Guaranteed Fixed Strategy will terminate and the Company will automatically transfer the Strategy Value of that Strategy to the 1-Year Guaranteed Fixed Strategy.

- **Accumulated Value**

The Accumulated Value of this Contract at any time shall be equal to the sum of the Contract's Strategy Values.

<b>PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE</b>
---

- **Strategy Value**

The Strategy Value of each Strategy will be equal to:

1. Any Premiums allocated to that Strategy; plus
2. Any amount(s) transferred from the Contract's other Strategies to that Strategy; plus
3. The amount of Interest Credits that are credited to that Strategy; minus
4. Any amount transferred from that Strategy to any of the Contract's other Strategies; minus
5. Withdrawals of any type deducted from that Strategy.

- **Cash Surrender Value**

At or before the Annuity Date and prior to the death of the Annuitant, the Owner may surrender this Contract for the Cash Surrender Value.

The Cash Surrender Value is the greater of (1) or (2) where:

- (1) Is the Accumulated Value, adjusted for any applicable Withdrawal Charge.
- (2) Is the Minimum Guaranteed Contract Value.

The Company may defer payment upon surrender of this Contract for up to six months if the insurance regulatory authority of the state in which this Contract was issued approves such deferral.

- **Withdrawal Charge**

The Withdrawal Charge in any Contract Year will be equal to  $[(A - B) \times C]$  where:

- (A) Is the Accumulated Value.
- (B) Is any Free Withdrawal amount available and remaining in the Contract Year.
- (C) Is any applicable Withdrawal Charge Rate shown on the Contract Data Page.

- **Minimum Guaranteed Contract Value**

The Minimum Guaranteed Contract Value of this Contract at any time shall be equal to:

- (1) 87.5% of the Initial and Renewal Premiums credited to the Contract accumulated at an interest rate of [3.00%] per year; minus
- (2) Withdrawals of any type from the Contract accumulated at an interest rate of [3.00%] per year.

The Minimum Guaranteed Contract Value associated with any Withdrawal from the Contract will be equal to the amount of the Withdrawal, adjusted for any applicable Withdrawal Charge.

<b>PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE</b>
---

- **Withdrawals; Free Withdrawals; Minimum Distribution Withdrawals**

At or before the Annuity Date and prior to the death of the Annuitant, the Owner may withdraw an amount up to the Cash Surrender Value. Unless specified otherwise by the Owner, Withdrawals will be made pro rata from all Strategies based on the Strategy Values as of the Withdrawal date.

A Free Withdrawal amount is provided each Contract Year. There will be no Withdrawal Charges applied to the Free Withdrawal amount. The Free Withdrawal amount available each Contract Year will be calculated at the time of the first Withdrawal that Contract Year. The Free Withdrawal amount will be equal to 10.00% of the Accumulated Value as of the Contract Anniversary coinciding with the first day of that Contract Year.

The Free Withdrawal amount provided each Contract Year is per Contract Year. Therefore, if any Withdrawals are taken during a Contract Year, any unused portion of the Free Withdrawal amount for that Contract Year cannot be carried over to the following Contract Year. However, if no Withdrawals are taken during a particular Contract Year, the Free Withdrawal amount available in the following Contract Year shall be increased to an amount equal to 20.00% of the Accumulated Value as of the Contract Anniversary coinciding with the first day of that Contract Year, which is the maximum cumulative Free Withdrawal amount that shall be available in any Contract Year.

To make a Withdrawal from the Contract that is not made pro rata from all Strategies, the Owner must submit a written request to the Company. The written request must be signed and dated and must state the Strategies from which the Withdrawal is to be taken. The Owner must specify the amount that is to be withdrawn, either as a total dollar amount or as a whole percentage of the Strategy Value. The amount specified by the Owner will be before the calculation of any applicable charges and/or adjustments. The minimum amount that may be withdrawn at any time is \$100. A Withdrawal Charge may apply to any amount withdrawn in excess of the Free Withdrawal amount. Withdrawal Charges will be calculated as defined in the Withdrawal Charge section of this Contract.

If the attained age of the Owner is 70 or older at the time of the first Withdrawal in any Contract Year, the Free Withdrawal amount for that Contract Year will equal the greater of (a) or (b) where:

- (a) Is the Contract's Free Withdrawal amount; and
- (b) Is the Owner's Required Minimum Distribution attributable to this Contract up to the Maximum Required Minimum Distribution provided by this Contract.

Owner's Required Minimum Distribution shall mean the minimum amount, if any, as calculated for this Contract under Internal Revenue Code Section 401, 403, 408, 408A, 457 and current IRS rules regarding minimum distributions, that must be distributed to the Owner of this Contract.

<b>PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE</b>
---

The Maximum Required Minimum Distribution available in any Contract Year shall equal (a) divided by (b) where:

- (a) Is the greater of the Contract's Cash Surrender Value or the Accumulated Value at the time of the first Withdrawal that Contract Year; and
- (b) Is the Withdrawal Factor for the Owner's attained age at the time of the first Withdrawal that Contract Year.

### Minimum Distribution Withdrawal Factors

Attained Age of Owner	Withdrawal Factor	Attained Age of Owner	Withdrawal Factor
70	27.4	93	9.6
71	26.5	94	9.1
72	25.6	95	8.6
73	24.7	96	8.1
74	23.8	97	7.6
75	22.9	98	7.1
76	22.0	99	6.7
77	21.2	100	6.3
78	20.3	101	5.9
79	19.5	102	5.5
80	18.7	103	5.2
81	17.9	104	4.9
82	17.1	105	4.5
83	16.3	106	4.2
84	15.5	107	3.9
85	14.8	108	3.7
86	14.1	109	3.4
87	13.4	110	3.1
88	12.7	111	2.9
89	12.0	112	2.6
90	11.4	113	2.4
91	10.8	114	2.1
92	10.2	115 and over	1.9

**PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE**

The Company may defer payment of Withdrawals from this Contract for up to six months if the insurance regulatory authority of the state in which this Contract was issued approves such deferral.

- **Statements**

The Company will furnish to the Owner annually, and at any time upon request, a Statement reflecting the total amount of Accumulated Value and Cash Surrender Value.

- **Terminal Illness Waiver of Withdrawal Charges**

The Owner may request an additional Free Withdrawal amount in any Contract Year that the Annuitant or one of the Joint Annuitants is diagnosed with a Terminal Illness and both of the following conditions are met:

- (a) The Annuitant or the Joint Annuitant's Terminal Illness is initially diagnosed at least one year after the Contract Date; and
- (b) The additional Free Withdrawal request is accompanied by Proof of Terminal Illness.

The Free Withdrawal amount that is available during any Contract Year that the above conditions are satisfied is equal to the greater of the Contract's Cash Surrender Value or the Accumulated Value as of the Contract Anniversary coinciding with the first day of that Contract Year.

Physician means a practitioner of the healing arts, who is licensed by the state and is not a member of the Annuitant or Joint Annuitant's family.

Proof of Terminal Illness means a certification of Terminal Illness prepared by a Physician who has examined the Annuitant or the Joint Annuitant and is qualified to provide the certification.

Upon receipt of the certification of Terminal Illness, the Company may require a second opinion or an examination of the Annuitant or the Joint Annuitant by one of its medical examiners. If the second opinion or examination is obtained, the results of the second opinion or examination shall be the basis for approving or disapproving the additional Free Withdrawal request. The cost of any second opinion or examination will be borne by the Company.

Terminal Illness means an illness that is expected to cause death within twelve (12) months.

- **Confinement Waiver of Withdrawal Charges**

The Owner may request an additional Free Withdrawal amount in any Contract Year that the Annuitant or one of the Joint Annuitants is confined to a Hospital, Hospice Facility or Convalescent Care Facility and all of the following conditions are met:

- (a) The Annuitant or Joint Annuitant is confined to a Hospital, Hospice Facility or Convalescent Care Facility for at least 60 consecutive days;
- (b) The Annuitant or Joint Annuitant's confinement in the Hospital, Hospice Facility or Convalescent Care Facility begins at least one year after the Contract Date;



<b>PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE</b>
---

- (c) The additional Free Withdrawal request is received by the Company no later than ninety (90) days following the date that the qualifying confinement has ceased;
- (d) Confinement in a Hospital, Hospice Facility or Convalescent Care Facility is recommended by a Physician who is duly licensed by the state to treat the injury or sickness causing the confinement and who is not an employee of the Hospital, Convalescent Care Facility or Hospice Facility where the Annuitant or Joint Annuitant is confined; and
- (e) The additional Free Withdrawal request is accompanied by written proof of confinement and the Physician's recommendation.

The Free Withdrawal amount that is available during any Contract Year that all of the above conditions are satisfied is equal to the greater of the Contract's Cash Surrender Value or the Accumulated Value as of the Contract Anniversary coinciding with the first day of that Contract Year.

Convalescent Care Facility means an institution which: (i) is licensed by the state as a convalescent nursing facility, a qualified nursing facility, a convalescent hospital, a convalescent unit of a Hospital, an intermediate care facility, or a custodial care facility; (ii) is primarily engaged in providing, in addition to room and board accommodations, continuous nursing service by or under the supervision of a Physician or a licensed registered nurse (R.N.); (iii) maintains a daily record of each patient which is available for review by the Company; and (iv) administers a planned program of observation and treatment by a Physician (other than the proprietor or an employee of such facility) which is in accordance with existing standards of medical practice for the confinement.

Convalescent Care Facility does not mean a facility or any part of a facility used primarily for: rest care, training or education, or the treatment of alcoholism or chemical dependency.

Hospice Facility means an institution which provides a formal program of care for terminally ill patients whose life expectancy is less than 6 months, provided on an inpatient basis and directed by a Physician. It must be licensed, certified or registered in accordance with state law.

Hospital means an institution which: (i) is licensed as a Hospital and operated pursuant to law; (ii) is primarily engaged in providing or operating (either on its premises or in facilities available to the Hospital on a prearranged contractual basis and under the supervision of a staff of one or more duly licensed Physicians) diagnostic and surgery facilities for the medical care and treatment of injured and sick persons on an inpatient basis for which a charge is made; and (iii) provides 24-hour nursing service by or under the supervision of a licensed registered nurse (R.N.).

Hospital shall not include any institution which: is principally a rest home, nursing home, convalescent home, home for the aged, or is principally an institution for the care and treatment of alcohol or chemical dependency.

Physician means a practitioner of the healing arts, who is licensed by the state and is not a member of the Annuitant or Joint Annuitant's family.

<b>PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE</b>
---

- **Home Health Care Services Waiver of Withdrawal Charges**

Each Contract Year after the first Contract Year, the Owner may request an additional Free Withdrawal if the Annuitant or at least one of the Joint Annuitants is unable to perform at least two (2) of the five (5) Activities of Daily Living. The additional Free Withdrawal request must be accompanied by a Physician's written verification of the Annuitant or Joint Annuitant's inability to perform the Activities of Daily Living.

The additional Free Withdrawal amount that is available during any Contract Year that the above provisions are satisfied is equal to (1) minus (2) minus (3) where:

- (1) Is 20% of the Accumulated Value as of the Contract Anniversary coinciding with the first day of that Contract Year.
- (2) Is the maximum Free Withdrawal amount available for that Contract Year under the Withdrawals; Free Withdrawals; Minimum Distribution Withdrawals provision of the Contract.
- (3) Is the amount of any additional Free Withdrawal taken during the Contract Year under the Terminal Illness Waiver of Withdrawal Charges or the Confinement Waiver of Withdrawal Charges provisions of the Contract.

Activities of Daily Living shall include and be limited to Bathing, Dressing, Eating, Toileting and Transferring.

- Bathing means washing oneself by sponge bath or in either a tub or shower, and shall include the task of getting into or out of the tub or shower.
- Dressing means putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
- Eating means feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.
- Toileting means getting to and from the toilet, getting on and off the toilet and performing associated personal hygiene.
- Transferring means moving into or out of a bed, chair or wheelchair.

Physician means a practitioner of the healing arts, who is licensed by the state and is not a member of the Annuitant or Joint Annuitant's family.

Upon receipt of the Physician's written verification, the Company may require a second opinion or an examination of the Annuitant or the Joint Annuitant by one of its medical examiners. If the second opinion or examination is obtained, the results of the second opinion or examination shall be the basis for approving or disapproving the additional Free Withdrawal request. The cost of any second opinion or examination will be borne by the Company. The Company may also require proof from time to time to verify the Annuitant or Joint Annuitant's inability to perform Activities of Daily Living.

## SETTLEMENT OPTIONS

- **Election of Option**

The Beneficiary may elect to receive the Death Benefit provided by this Contract under one of the Settlement Options provided in this Contract. However, the Settlement Option elected must satisfy the applicable distribution requirements of Section 72(s) of the Internal Revenue Code.

Any election of a Settlement Option must be made in writing and is irrevocable after the payments commence. The Payee is the person who will receive the payments under the option. The Payee must be a natural person. No Payee shall have the right to assign or transfer any future payments under any option except as provided in the option or by law.

Multiple Settlement Options may be elected except in the case where the payout is being made because of the death of an Owner. If more than one option is elected, the amount applied under each option must be at least \$5,000. Payments under the options elected may start on the same or different dates as agreed by the Company.

Payments made quarterly, semiannually or annually may be elected in lieu of monthly payments. The amount of such payments will be furnished upon request. Payments less than \$100 will only be made annually.

- **Optional Annuity Benefits**

This Contract will provide the following Optional Annuity Benefits:

**Option 1 - Life Annuity**

Monthly payments will be made during the lifetime of the Payee. The monthly payments will cease on the death of the Payee. No payments will be due after the death of the Payee.

**Option 2 - Life Annuity with Guaranteed Period**

Monthly payments will be made for the guaranteed period elected and thereafter for the lifetime of the Payee. The guaranteed periods are 5, 10, 15 or 20 years, or any other period agreed upon in writing by the Company. After the guaranteed period, monthly payments will cease on the death of the Payee, and no payments will be due after the death of the Payee. If the Payee dies during the guaranteed period, no payments will be due after the guaranteed period.

**Option 3 - Installment Refund Life Annuity**

Monthly payments will be made for the Installment Refund Period and thereafter for the lifetime of the Payee. The Installment Refund Period is the period required for the sum of the monthly payments to equal the total amount applied under this option. After the Installment Refund Period, monthly payments will cease on the death of the Payee, and no payments will be due after the death of the Payee. If the Payee dies during the Installment Refund Period, no payments will be due after the Installment Refund Period.

---

**SETTLEMENT OPTIONS**

---

**Option 4 - Joint and Last Survivor Annuity**

Monthly payments will be made for the joint lifetime of two persons and in an equal amount during the remaining lifetime of the survivor. Payments will cease on the death of the last survivor. No payments will be due after the death of the last survivor. Payments may also be made to the survivor in an amount equal to  $\frac{2}{3}$  or  $\frac{1}{2}$  of the payment made during the joint lifetime of the two persons.

**Option 5 - Fixed Period Annuity**

Monthly payments will be made for the fixed period elected. Payments will cease at the end of the fixed period and no further payments will be due. The fixed period that may be elected is any period from 5 to 30 years.

The Annuity Settlement Option factors contained in the following tables are based on the Annuity 2000 Mortality Table and a minimum guaranteed interest rate of 2.00%, assuming that 50% of Annuitants are male and 50% are female. Interest in excess of the guaranteed rate may be paid as determined by the Company.

Annuity Settlement Option factors for Option 4 - Joint and Last Survivor Annuity will be furnished upon request.

<b>SETTLEMENT OPTIONS</b>
---------------------------

<p align="center"><b>Option One, Two, and Three</b>  <b>Monthly Income Rates per \$1,000 of Proceeds</b></p>
--

<b>Period Certain &amp; Life</b>						
----------------------------------	--	--	--	--	--	--

Age	Life	5 Years	10 Years	15 Years	20 Years	Install Refund
60	4.23	4.22	4.17	4.08	3.94	3.89
65	4.88	4.85	4.75	4.56	4.30	4.34
70	5.78	5.71	5.48	5.11	4.62	4.93
75	7.04	6.87	6.37	5.63	4.86	5.68
80	8.86	8.43	7.31	6.04	4.98	6.66
85+	N/A	10.36	8.15	6.28	5.03	N/A

<p align="center"><b>Option Five</b>  <b>Monthly Income Rates per \$1,000 of Proceeds</b></p>
---

Number Years	Monthly Payment
5	17.49
10	9.18
15	6.42
20	5.04
25	4.22
30	3.68

(THIS PAGE LEFT BLANK INTENTIONALLY)

- **Flexible Premium Deferred Annuity Contract**

Monthly income commencing on Annuity Date. Option to change Annuity Date. Option to change type of Annuity Benefit payable. Non-Participating. A Stock Company.



***Administrative Office:***  
555 South Kansas Avenue  
P.O. Box 2039  
Topeka, KS 66601-2039  
(888) 252-5530

***Home Office:***  
611 5th Avenue  
Des Moines, IA 50309  
(800) 800-9882

## Flexible Premium Deferred Annuity Contract

**AVIVA LIFE AND ANNUITY COMPANY** (hereinafter "the Company") will make the payments and provide the benefits described in this Contract in consideration for the payment by the Owner of the Premium when due.

Upon the death of the Annuitant before the Annuity Date, the Company will pay the Beneficiary the Death Benefit as provided in this Contract. Payment will be made on receipt of due proof of the Annuitant's death and surrender of this Contract.

This is a legal contract between the Owner and **AVIVA LIFE AND ANNUITY COMPANY**.

**PLEASE READ THIS CONTRACT CAREFULLY.** It includes the provisions both on the pages within and on any riders or endorsements which are attached. If the Owner is not satisfied with the Contract, the Owner may return it to the Company or to the agent from whom the Contract was purchased within 20 days following its receipt and the Premium paid will be refunded and the Contract will be cancelled.

- Flexible Premium Deferred Annuity Contract.
- Monthly income commencing on Annuity Date.
- Option to change Annuity Date.
- Option to change type of Annuity Benefit payable.
- Non-Participating.
- A Stock Company.



Thomas C. Godlasky  
President and CEO



Michael H. Miller  
Secretary



**Administrative Office:**  
555 South Kansas Avenue  
P.O. Box 2039  
Topeka, KS 66601-2039  
(888) 252-5530

**Home Office:**  
611 5th Avenue  
Des Moines, IA 50309  
(800) 800-9882



## INDEX OF CONTRACT PROVISIONS

<b>GENERAL CONTRACT PROVISIONS</b>	
The Contract	5
Contract Date, Contract Year and Contract Anniversary	5
Authority to Change	5
Incontestability	5
Age and Sex	5
Annuitant; Joint Annuitants	5-6
Owner	6
Assignment	6
Beneficiary	6-7
Designated Beneficiary	7
Annuity Date	8
Proceeds	8
Premium Taxes	8
Terms of Annuity Payment	8-9
• If there is one living Annuitant on the Annuity Date	8
• If there are two living Annuitants on the Annuity Date	8-9
Death Benefit	9
Death of Non-Owner Annuitant	9
Distribution on Death of Owner	9-10
• Where Owner is not the Annuitant	9-10
• Where Owner is the Annuitant	10
Conformity with Applicable Laws	11
<b>PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE</b>	
Initial Premium	12
Renewal Premiums	12
Business Day	12
Allocation Percentages	12
Transfers	12-13
Strategies	13

**INDEX OF CONTRACT PROVISIONS • Continued**

<b>PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE</b>	
Interest Credits	13
Accumulated Value	13
Strategy Value	14
Cash Surrender Value	14
Withdrawal Charge	14
Minimum Guaranteed Contract Value	14
Withdrawals; Free Withdrawals; Minimum Distribution Withdrawals	15-17
Statements	17
Terminal Illness Waiver of Withdrawal Charges	17
Confinement Waiver of Withdrawal Charges	17-18
Home Health Care Services Waiver of Withdrawal Charges	19
<b>SETTLEMENT OPTIONS</b>	
Election of Option	20
Optional Annuity Benefits	20-21
• Option 1 - Life Annuity	20
• Option 2 - Life Annuity with Guaranteed Period	20
• Option 3 - Installment Refund Life Annuity	20
• Option 4 - Joint and Last Survivor Annuity	21
• Option 5 - Fixed Period Annuity	21
Annuity Tables	22

(THIS PAGE LEFT BLANK INTENTIONALLY)

**CONTRACT DATA PAGE**

<b>Contract Data</b>	
Contract Number:	[Specimen]
Annuitant:	[John Doe]
Annuitant's Age:	[70]
Annuitant's Sex:	[Male]
Contract Date:	[01/01/2008]
Annuity Date:	[01/01/2033]
Initial Premium:	[\$25,000.00]
Minimum Guaranteed Interest Rate:	[2.00%]
Maximum Renewal Premiums:	\$100,000.00 Per 12 Month Period

<b>Withdrawal Charge Rate Schedule</b>	
Contract Year	Rate
1	[9.00%]
2	[8.00%]
3	[7.00%]
4	[6.00%]
5	[5.00%]
6	[4.00%]
7	[3.00%]
<b>There are no Withdrawal Charges after the 7th Contract Year.</b>	

(THIS PAGE LEFT BLANK INTENTIONALLY)

**CONTRACT DATA PAGE • Continued****Strategy Allocation Percentages and Data Elements on the Contract Date**

<b>1-Year Strategy(ies)</b>	<b>Allocation Percentages</b>	<b>Initial Interest Rate</b>	<b>Interest Rate Bonus*</b>		
1-Year Guaranteed Fixed Strategy:	[100%]	[3.00%]	[1.00%]		
<b>Multi-Year Strategy(ies)</b>	<b>Allocation Percentages</b>	<b>Initial Interest Rate</b>	<b>Interest Rate Bonus*</b>	<b>Term Period</b>	<b>Number of Term Periods</b>
[2]-Year Guaranteed Fixed Strategy	[0%]	[3.50%]	[1.00%]	[2]	[1]

\*Any Interest Rate Bonus is included in, and not in addition to, the Initial Interest Rate shown for each Strategy.

ALL INTEREST RATES ARE EFFECTIVE ANNUAL RATES.

**FOR INFORMATION, OR TO MAKE A COMPLAINT REGARDING THIS CONTRACT,  
CALL: [1-888-252-5530]**

(THIS PAGE LEFT BLANK INTENTIONALLY)

<b>TABLE OF GUARANTEED MINIMUM VALUES</b>
---

**Contract Number:** [Specimen]**Initial Premium:** [\$25,000.00]

End of Contract Year	Minimum Cash Surrender Value
1	[\$24,355.00]
2	[25,209.25]
3	[25,928.81]
4	[27,326.10]
5	[27,872.62]
6	[28,430.07]
7	[28,998.67]
8	[29,578.64]
9	[30,170.21]
10	[30,773.61]
11	[31,389.08]
12	[32,016.86]
13	[32,657.19]
14	[33,310.33]
15	[33,976.53]
16	[34,656.06]
17	[35,349.18]
18	[36,056.16]
19	[36,777.28]
20	[37,512.82]
Age 95	[41,417.16]

The values at left were calculated as defined in the Cash Surrender Value section of this Contract, assuming no Renewal Premiums, Withdrawals or Premium Taxes. The values were calculated based on the Initial Interest Rates, Minimum Guaranteed Interest Rate and Strategy Allocation Percentages shown on the Contract Data Page. The Minimum Guaranteed Contract Value is shown for any Contract Year in which the calculated values are less than the Minimum Guaranteed Contract Value.

The paid-up annuity, Cash Surrender Value or Death Benefits available under this Contract, other than on the Contract Anniversary, shall be calculated with allowance for the lapse of time since the Contract Anniversary and are not less than the minimum benefits required by statute in the state in which this Contract is delivered.



(THIS PAGE LEFT BLANK INTENTIONALLY)

## GENERAL PROVISIONS

- **The Contract**

This Contract, including endorsements, riders or signed amendments, the Contract Data Page and the attached application, constitute the entire Contract. All statements made in the application are representations and not warranties. No statement will be used to deny a claim unless made in the application, a copy of which is attached to this Contract. This Contract and the Company's obligation under this Contract shall terminate upon the payment of all benefits required by this Contract.

- **Contract Date, Contract Year and Contract Anniversary**

Coverage provided by this Contract is effective as of the Contract Date shown on the Contract Data Page. Contract Years and Contract Anniversaries are determined from the Contract Date. Hypothetical example: If the Contract Date is January 26, 2008, the first Contract Year ends on January 26, 2009, and the first Contract Anniversary occurs on January 26, 2009.

- **Authority to Change**

No one except the President or Secretary of the Company may change or waive any of the terms of this Contract. Any change must be in writing and signed by the President or the Secretary of the Company.

- **Incontestability**

All statements made in the application are considered representations and not warranties. The validity of the Contract will not be contestable.

- **Age and Sex**

If the age or sex of the Annuitant has been misstated, the amount payable by the Company will be that which the Premium paid would have purchased if the true age and sex had been stated on the application for this Contract. Age will be calculated as of the Contract Date and will be equal to the age at the last birthday of the Annuitant. Any underpayments already made by the Company will be immediately paid in one sum with interest compounded at the rate of 3.00% per year. Any overpayments made by the Company will be charged against the next succeeding annuity payment or payments with interest compounded at the rate of 3.00% per year.

- **Annuitant; Joint Annuitants**

The Annuitant is the person named on the Contract Data Page whose life determines the annuity payments made under this Contract and is the person who will receive such payments on the Annuity Date. We will allow the Owner to name in the application two people to jointly serve as the Annuitant. If Joint Annuitants are named, this Contract will be issued only if the Joint Annuitants are spouses. After the Contract Date, neither the Annuitant nor the Joint Annuitants may be changed.

## GENERAL PROVISIONS

Unless otherwise stated, Annuitant shall mean the Annuitants jointly if Joint Annuitants have been named. If Joint Annuitants are named and one Joint Annuitant dies, the Contract shall continue with the surviving Joint Annuitant serving as the sole surviving Annuitant. For purposes of administering the provisions of this Contract, when Joint Annuitants are named, the Annuitant shall be considered living as long as at least one Joint Annuitant is alive. In other words, for purposes of administering the provisions of this Contract, if Joint Annuitants are named, it is only on the death of the last surviving Annuitant that the Annuitant is considered to have died.

- **Owner**

Owner means the Contract Owner named in the application or the Contract Owner's successor or assignee if ownership has been assigned. If no Owner is named on the application, the Annuitant will be the Owner. During the Annuitant's lifetime all rights described in this Contract may be exercised by the Owner subject to the rights of:

- (a) Any assignee of record with the Company; and
- (b) Any irrevocably named Beneficiary.

If an Owner who is a natural person dies during the Annuitant's lifetime, the contingent owner named in the application, if any, will become the Owner. If there is no contingent owner named, ownership will pass to the estate of the Owner. Subject to the Distribution on Death of Owner section in this Contract, in the case of joint ownership, on the death of a joint owner, ownership will pass to the surviving Owner(s). On the death of the last surviving Owner, if no contingent owner has been named, ownership will pass to the estate of the last surviving Owner.

All rights of the Owner under this Contract terminate on the death of the Annuitant.

For purposes of the Distribution on Death of Owner section, if the Owner of the Contract is not a natural person, the death of any Annuitant shall be treated as the death of an Owner of the Contract.

- **Assignment**

This Contract may be assigned by written request filed with the Company unless restricted by endorsement to this Contract. The assignment will take effect on the date the written request was signed. However, the assignment is subject to any action taken by the Company prior to receipt of the written request. The Company has no liability under any assignment for its actions or omissions done in good faith.

- **Beneficiary**

The Beneficiary is the person or persons who will receive the Death Benefit provided by this Contract. While the Annuitant is alive, the Owner may change a Beneficiary by a signed written request filed with the Company and may name one or more contingent Beneficiaries. No change will take effect unless the Company receives such signed written request. A change will take effect as of the date the written request was signed. Any change is subject to payment or other action taken by the Company before the change was received.

## GENERAL PROVISIONS

The following rules shall apply unless otherwise permitted by the Company in accordance with applicable law:

1. All rights of a Beneficiary, including an irrevocable Beneficiary, will end if such Beneficiary dies before the Annuitant.
2. If no Beneficiary has been named when the Annuitant dies, the Company will pay the Death Benefit to the Annuitant's estate. In the case of Joint Annuitants, the Company will pay the Death Benefit to the estate of the last surviving Joint Annuitant. If the death of both Joint Annuitants occurs simultaneously, the estates of both Joint Annuitants will share the Death Benefit equally.
3. If no Beneficiary is alive when the Annuitant dies, the Company will pay the Death Benefit to the Annuitant's estate. In the case of Joint Annuitants, the Company will pay the Death Benefit to the estate of the last surviving Joint Annuitant. If the death of both Joint Annuitants occurs simultaneously, the estates of both Joint Annuitants will share the Death Benefit equally.
4. If only one Beneficiary survives the Annuitant, the Company will pay the entire Death Benefit to such Beneficiary.
5. If the Owner has not designated how the Death Benefit is to be distributed and two or more Beneficiaries survive the Annuitant, the surviving Beneficiaries will share the Death Benefit equally.
6. If the Owner has designated how the Death Benefit is to be distributed and a Beneficiary predeceases the Annuitant, the portion of the Death Benefit designated to the deceased Beneficiary shall be divided among the surviving Beneficiaries on a pro rata basis. In other words, each surviving Beneficiary's interest in the Death Benefit will be divided by the sum of the interests of all surviving Beneficiaries to determine the percentage each surviving Beneficiary will receive of the deceased Beneficiary's original interest in the Death Benefit.

A Beneficiary that is not a natural person will be considered living for purposes of administering these rules. The interest of any named irrevocable Beneficiary cannot be changed without the written consent of such Beneficiary. No Beneficiary has any rights in the Contract until the Annuitant dies.

If the Annuitant dies on or after the Annuity Date and before all of the required annuity payments have been made, all remaining annuity payments will be subject to the above requirements regarding payment of the Death Benefit. Thus, for purposes of determining the amount of and to whom all remaining annuity payments shall be made, the Company will treat all remaining annuity payments as if they were a Death Benefit.

- **Designated Beneficiary**

Designated Beneficiary as used in the Distribution on Death of Owner section shall mean: (i) the contingent owner named in the application, or as subsequently changed, if any; (ii) the joint owner or Owners in the case of joint ownership; or (iii) the estate of the Owner if no contingent owner is named, and there is no joint owner or Owners.

## GENERAL PROVISIONS

- **Annuity Date**

On the Contract Date of this Contract, the Annuity Date will be set by the Company at the Contract Anniversary following the Annuitant's age 95. If Joint Annuitants are named in the application, the Annuity Date will be set based on the age of the oldest Joint Annuitant. During the lifetime of the Annuitant and prior to the Annuity Date, the Owner may change the Annuity Date by filing a signed written request with the Company. The Annuity Date may not be changed to a date earlier than 7 years after the Contract Date of this Contract.

- **Proceeds**

Proceeds shall mean the amount payable from the Contract when the Contract is surrendered, when the Death Benefit becomes payable or on the Annuity Date.

- **Premium Taxes**

The Company may be charged a state imposed Premium Tax on the Premiums you pay for this Contract. If a Premium Tax is imposed, the Company may deduct the amount of such tax from your Premiums when your Premiums are received, or from the Accumulated Value of the Contract upon:

1. Any Withdrawal from the Contract;
2. The full surrender of the Contract;
3. The election of a Settlement Option; or
4. The payment of a Death Benefit.

- **Terms of Annuity Payment**

- **If there is one living Annuitant on the Annuity Date**

On the Annuity Date, the Cash Surrender Value of this Contract will be applied to provide a 10 Year Certain and Life Annuity to the Annuitant, unless an Optional Annuity Benefit has been selected prior to the Annuity Date. The Optional Annuity Benefits are described in the Settlement Options section of this Contract. Once the annuity payments have started, the method and term of the payments cannot be changed.

The first annuity payment will be made on the Annuity Date. The Company may require proof of the true age and sex of the Annuitant before making the first annuity payment. In order to receive payments, the Annuitant must be living on the Annuity Date and on the date that each subsequent payment is due as required by the terms of the Annuity Settlement Option. The Company may require proof from time to time that this condition has been met.

- **If there are two living Annuitants on the Annuity Date**

On the Annuity Date, the Cash Surrender Value of this Contract will be applied to provide to the Annuitant listed first in the application a Joint and Last Survivor Annuity for the joint lifetime of the two Joint Annuitants and in an equal amount to the surviving Joint Annuitant during the remaining lifetime of the surviving Joint Annuitant, unless an Optional Annuity Benefit has been selected prior to the Annuity Date. The Optional Annuity Benefits are described in the Settlement Options section of this Contract. Once the annuity payments have started, the method and term of the payments cannot be changed.

## GENERAL PROVISIONS

The first annuity payment will be made on the Annuity Date. The Company may require proof of the true age and sex of the Joint Annuitants before making the first annuity payment. In order to receive payments, the Joint Annuitants must be living on the Annuity Date and on the date that each subsequent payment is due as required by the terms of the Annuity Settlement Option. The Company may require proof from time to time that this condition has been met.

- **Death Benefit**

The Death Benefit provided by this Contract will be paid upon receipt by the Company at its Administrative Office of due proof of the Annuitant's death and surrender of the Contract. The following in a form and manner satisfactory to the Company shall be considered due proof of the Annuitant's death:

1. Proof of death of the Annuitant while this Contract was in force. If Joint Annuitants are named, proof of death of the Annuitant shall mean proof of death of the second to die of the Joint Annuitants;
2. The Company's claim form from each Beneficiary, properly completed; and
3. Any other documents required by law.

The Death Benefit will be equal to the Contract's Cash Surrender Value or the Accumulated Value, whichever is greater, paid in a lump sum and will be calculated as of the date the Company receives at its Administrative Office the due proof of the Annuitant's death as required above. In lieu of receiving the Death Benefit in a lump sum, the Beneficiary may elect to have the Death Benefit applied under any of the Optional Annuity Benefits provided for in the Contract. The Death Benefit must be paid in a manner that complies with the applicable requirements of Section 72(s) of the Internal Revenue Code.

The Death Benefit will earn interest from the date the Company receives at its Administrative Office the due proof of the Annuitant's death required above to the date of payment or other settlement at the same rate the Company would have credited interest on the 1-Year Guaranteed Fixed Strategy if the Annuitant had not died. If a higher rate of interest is required by law, the Company will pay the higher rate.

- **Death of Non-Owner Annuitant**

The Company will pay the Beneficiary the Death Benefit provided in this Contract if the Annuitant who is not an Owner dies before the Annuity Date while this Contract is in force.

- **Distribution on Death of Owner**

- **Where Owner is not the Annuitant**

If any Owner dies before the Annuity Date while the Annuitant is alive, the Contract will continue, but the Cash Surrender Value of this Contract will be distributed to the Designated Beneficiary within 5 years after the death of such Owner. However, the above distribution requirement will not apply if:

## GENERAL PROVISIONS

1. The Owner's entire interest in the Contract is payable to the Designated Beneficiary who is an individual;
2. Such entire interest will be distributed over the life of the Designated Beneficiary or over a period not extending beyond the life expectancy of the Designated Beneficiary; and
3. The distribution begins not later than one year after the Owner's death or such later date as prescribed by the Internal Revenue Service.

If the Designated Beneficiary is the surviving spouse of the Owner on the Owner's death, the surviving spouse will be treated in accordance with Section 72(s)(3) of the Internal Revenue Code as the Owner for purposes of this provision. This results in delaying the distribution requirements under this provision until the death of the surviving spouse. The provision relative to the surviving spouse can only apply once. The provision cannot apply a second time if the surviving spouse continues the Contract, remarries and then dies.

If any Owner or any Annuitant dies on or after the Annuity Date, any remaining interest in the Contract will be distributed at least as rapidly as under the method of distribution being used as of the Owner's date of death.

- **Where Owner is the Annuitant**

If any Owner who is also the Annuitant dies before the Annuity Date, the Contract will continue, but the applicable Death Benefit as provided for under the Death Benefit section of this Contract will be distributed to the Beneficiary within 5 years after the death of such Owner. However, the above distribution requirement will not apply if:

1. The Death Benefit is payable to the Beneficiary who is an individual;
2. The Death Benefit will be distributed over the life of the Beneficiary or over a period not extending beyond the life expectancy of the Beneficiary; and
3. The distribution begins not later than one year after the Owner's death or such later date as prescribed by the Internal Revenue Service.

If the Beneficiary is the surviving spouse of the Owner on the Owner's death, the surviving spouse will be treated in accordance with Section 72(s)(3) of the Internal Revenue Code as the Owner for purposes of this provision. This results in delaying the distribution requirements under this provision until the death of the surviving spouse. The provision relative to the surviving spouse can only apply once. The provision cannot apply a second time if the surviving spouse continues the Contract, remarries and then dies.

If any Owner or any Annuitant dies on or after the Annuity Date, any remaining interest in the Contract will be distributed at least as rapidly as under the method of distribution being used as of the Owner's date of death.

**GENERAL PROVISIONS**

- **Conformity with Applicable Laws**

The paid-up annuity, Cash Surrender Value or Death Benefits available under this Contract are not less than the minimum benefits required by statute in the state in which this Contract is delivered. If any provision of this Contract is determined not to provide the minimum benefits required by the statutes or regulations of the state in which the Contract is delivered, such provision will be deemed to be amended to conform or comply with such laws or regulations. In addition, notwithstanding any provision in the Contract to the contrary, all distributions under the Contract must be made in accordance with the applicable requirements of Section 72(s) of the Internal Revenue Code, and all terms of the Contract shall be interpreted consistently with the requirements of this section.



**PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE**

- **Initial Premium**

The Initial Premium for this Contract may be paid at the Company's Administrative Office, or delivered to an agent of the Company. The Initial Premium is shown on the Contract Data Page and is due on the Contract Date. The Company may limit the amount of Initial Premium that it will accept for this Contract. The Initial Premium will be credited to the Strategies on the Contract Date based on the Allocation Percentages selected by the Owner.

- **Renewal Premiums**

Any Premiums received by the Company subsequent to the Initial Premium will be considered Renewal Premiums and must be received by the Company prior to the Annuity Date. The Company may limit the amount of Renewal Premiums that it will accept to the amount shown on the Contract Data Page. The Renewal Premiums for this Contract may be paid at the Company's Administrative Office, or delivered to an agent of the Company. The minimum Renewal Premium that will be accepted by the Company is \$1,000. Renewal Premiums are not required to maintain this Contract.

Renewal Premiums will be credited to the 1-Year Guaranteed Fixed Strategy on the date the Renewal Premiums are received by the Company.

- **Business Day**

Business Day shall mean any day of the week except for Saturday, Sunday and U.S. Federal holidays.

- **Allocation Percentages**

On the Contract Date, the Initial Premium will be credited to the Strategies based on the Allocation Percentages selected by the Owner. The Allocation Percentages selected for each Strategy must be a whole percentage ranging from 0% to 100%. The sum of the Allocation Percentages for the Strategies must at all times equal 100%. The Allocation Percentages in effect on the Contract Date are shown on the Contract Data Page.

- **Transfers**

The Owner may elect, on the Contract Anniversary, to transfer some or all of the value of a Strategy to one or more of the Contract's other Strategies as provided below. To elect such a transfer, the Owner must submit a written request that is received by the Company at its Administrative Office at least four (4) Business Days prior to the Contract Anniversary. The written request must specify the Strategies to which each transfer is to be made. The Owner must also specify the amount that is to be transferred, either as a total dollar amount or as a whole percentage of the Strategy Value.

The Owner may elect to transfer some or all of the value of a Multi-Year Guaranteed Fixed Strategy to the 1-Year Guaranteed Fixed Strategy at the end of any Term Period for such Multi-Year Guaranteed Fixed Strategy. At the end of the last applicable Term Period for each Multi-Year Guaranteed Fixed Strategy, the Multi-Year Guaranteed Fixed Strategy will terminate and the Company will automatically transfer the Strategy Value of that Strategy to the 1-Year Guaranteed Fixed Strategy.

**PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE**

Transfers from any Strategy to a Multi-Year Guaranteed Fixed Strategy will only be permitted if:

1. The Strategy from which the funds are being transferred is at the end of its Term Period and the Strategy to which the funds are being transferred is beginning a new Term Period; or
2. The funds are being transferred from the 1-Year Guaranteed Fixed Strategy and the Strategy to which the funds are being transferred is beginning a new Term Period.

For any transfer request received by the Company where the amount to be transferred represents a percentage of a known or unknown value, the Company will use its best efforts to determine the amount that must be transferred from each Strategy in order to satisfy the intent of the Owner's original request.

- **Strategies**

The Strategies available with this Contract shall be established by the Company and may change from time to time. The Interest Credits section of this Contract shall determine the amount of Interest Credits that are credited to each Strategy. The Strategies on the Contract Date are shown on the Contract Data Page.

- **Interest Credits**

The Company will declare Initial and Renewal Interest Rates that will determine the Interest Credits credited to the Strategy Value of each Strategy. The Initial Interest Rate for each Strategy is equal to the interest rate declared and currently in effect on the Contract Date and may include an Interest Rate Bonus. Any Interest Rate Bonus is included in, and not in addition to, the Initial Interest Rate shown on the Contract Data Page for each Strategy. The Renewal Interest Rate for each Strategy is guaranteed to never be less than the Minimum Guaranteed Interest Rate shown on the Contract Data Page. The Initial and Renewal Interest Rates for each Strategy are effective annual interest rates and are credited daily to the Strategy Value of each Strategy.

The Initial Interest Rate for the 1-Year Guaranteed Fixed Strategy will be guaranteed for the first Contract Year only. At the end of the first Contract Year and any subsequent Contract Year, the Company will declare a Renewal Interest Rate which will be guaranteed for the next Contract Year only.

The Initial Interest Rate for any Multi-Year Guaranteed Fixed Strategy will be guaranteed for the Term Period associated with that Strategy. At the end of the first Term Period and any subsequent Term Period, the Company will declare a Renewal Interest Rate which will be guaranteed for the next Term Period only. At the end of the last applicable Term Period for each Multi-Year Guaranteed Fixed Strategy, the Multi-Year Guaranteed Fixed Strategy will terminate and the Company will automatically transfer the Strategy Value of that Strategy to the 1-Year Guaranteed Fixed Strategy.

- **Accumulated Value**

The Accumulated Value of this Contract at any time shall be equal to the sum of the Contract's Strategy Values.

<b>PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE</b>
---

- **Strategy Value**

The Strategy Value of each Strategy will be equal to:

1. Any Premiums allocated to that Strategy; plus
2. Any amount(s) transferred from the Contract's other Strategies to that Strategy; plus
3. The amount of Interest Credits that are credited to that Strategy; minus
4. Any amount transferred from that Strategy to any of the Contract's other Strategies; minus
5. Withdrawals of any type deducted from that Strategy.

- **Cash Surrender Value**

At or before the Annuity Date and prior to the death of the Annuitant, the Owner may surrender this Contract for the Cash Surrender Value.

The Cash Surrender Value is the greater of (1) or (2) where:

- (1) Is the Accumulated Value, adjusted for any applicable Withdrawal Charge.
- (2) Is the Minimum Guaranteed Contract Value.

The Company may defer payment upon surrender of this Contract for up to six months if the insurance regulatory authority of the state in which this Contract was issued approves such deferral.

- **Withdrawal Charge**

The Withdrawal Charge in any Contract Year will be equal to  $[(A - B) \times C]$  where:

- (A) Is the Accumulated Value.
- (B) Is any Free Withdrawal amount available and remaining in the Contract Year.
- (C) Is any applicable Withdrawal Charge Rate shown on the Contract Data Page.

- **Minimum Guaranteed Contract Value**

The Minimum Guaranteed Contract Value of this Contract at any time shall be equal to:

- (1) 87.5% of the Initial and Renewal Premiums credited to the Contract accumulated at an interest rate of [3.00%] per year; minus
- (2) Withdrawals of any type from the Contract accumulated at an interest rate of [3.00%] per year.

The Minimum Guaranteed Contract Value associated with any Withdrawal from the Contract will be equal to the amount of the Withdrawal, adjusted for any applicable Withdrawal Charge.

**PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE**

- **Withdrawals; Free Withdrawals; Minimum Distribution Withdrawals**

At or before the Annuity Date and prior to the death of the Annuitant, the Owner may withdraw an amount up to the Cash Surrender Value. Unless specified otherwise by the Owner, Withdrawals will be made pro rata from all Strategies based on the Strategy Values as of the Withdrawal date.

A Free Withdrawal amount is provided each Contract Year. There will be no Withdrawal Charges applied to the Free Withdrawal amount. The Free Withdrawal amount available each Contract Year will be calculated at the time of the first Withdrawal that Contract Year. The Free Withdrawal amount will be equal to 10.00% of the Accumulated Value as of the Contract Anniversary coinciding with the first day of that Contract Year.

The Free Withdrawal amount provided each Contract Year is per Contract Year. Therefore, if any Withdrawals are taken during a Contract Year, any unused portion of the Free Withdrawal amount for that Contract Year cannot be carried over to the following Contract Year. However, if no Withdrawals are taken during a particular Contract Year, the Free Withdrawal amount available in the following Contract Year shall be increased to an amount equal to 20.00% of the Accumulated Value as of the Contract Anniversary coinciding with the first day of that Contract Year, which is the maximum cumulative Free Withdrawal amount that shall be available in any Contract Year.

To make a Withdrawal from the Contract that is not made pro rata from all Strategies, the Owner must submit a written request to the Company. The written request must be signed and dated and must state the Strategies from which the Withdrawal is to be taken. The Owner must specify the amount that is to be withdrawn, either as a total dollar amount or as a whole percentage of the Strategy Value. The amount specified by the Owner will be before the calculation of any applicable charges and/or adjustments. The minimum amount that may be withdrawn at any time is \$100. A Withdrawal Charge may apply to any amount withdrawn in excess of the Free Withdrawal amount. Withdrawal Charges will be calculated as defined in the Withdrawal Charge section of this Contract.

If the attained age of the Owner is 70 or older at the time of the first Withdrawal in any Contract Year, the Free Withdrawal amount for that Contract Year will equal the greater of (a) or (b) where:

- (a) Is the Contract's Free Withdrawal amount; and
- (b) Is the Owner's Required Minimum Distribution attributable to this Contract up to the Maximum Required Minimum Distribution provided by this Contract.

Owner's Required Minimum Distribution shall mean the minimum amount, if any, as calculated for this Contract under Internal Revenue Code Section 401, 403, 408, 408A, 457 and current IRS rules regarding minimum distributions, that must be distributed to the Owner of this Contract.

<b>PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE</b>
---

The Maximum Required Minimum Distribution available in any Contract Year shall equal (a) divided by (b) where:

- (a) Is the greater of the Contract's Cash Surrender Value or the Accumulated Value at the time of the first Withdrawal that Contract Year; and
- (b) Is the Withdrawal Factor for the Owner's attained age at the time of the first Withdrawal that Contract Year.

### Minimum Distribution Withdrawal Factors

Attained Age of Owner	Withdrawal Factor	Attained Age of Owner	Withdrawal Factor
70	27.4	93	9.6
71	26.5	94	9.1
72	25.6	95	8.6
73	24.7	96	8.1
74	23.8	97	7.6
75	22.9	98	7.1
76	22.0	99	6.7
77	21.2	100	6.3
78	20.3	101	5.9
79	19.5	102	5.5
80	18.7	103	5.2
81	17.9	104	4.9
82	17.1	105	4.5
83	16.3	106	4.2
84	15.5	107	3.9
85	14.8	108	3.7
86	14.1	109	3.4
87	13.4	110	3.1
88	12.7	111	2.9
89	12.0	112	2.6
90	11.4	113	2.4
91	10.8	114	2.1
92	10.2	115 and over	1.9

**PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE**

The Company may defer payment of Withdrawals from this Contract for up to six months if the insurance regulatory authority of the state in which this Contract was issued approves such deferral.

- **Statements**

The Company will furnish to the Owner annually, and at any time upon request, a Statement reflecting the total amount of Accumulated Value and Cash Surrender Value.

- **Terminal Illness Waiver of Withdrawal Charges**

The Owner may request an additional Free Withdrawal amount in any Contract Year that the Annuitant or one of the Joint Annuitants is diagnosed with a Terminal Illness and both of the following conditions are met:

- (a) The Annuitant or the Joint Annuitant's Terminal Illness is initially diagnosed at least one year after the Contract Date; and
- (b) The additional Free Withdrawal request is accompanied by Proof of Terminal Illness.

The Free Withdrawal amount that is available during any Contract Year that the above conditions are satisfied is equal to the greater of the Contract's Cash Surrender Value or the Accumulated Value as of the Contract Anniversary coinciding with the first day of that Contract Year.

Physician means a practitioner of the healing arts, who is licensed by the state and is not a member of the Annuitant or Joint Annuitant's family.

Proof of Terminal Illness means a certification of Terminal Illness prepared by a Physician who has examined the Annuitant or the Joint Annuitant and is qualified to provide the certification.

Upon receipt of the certification of Terminal Illness, the Company may require a second opinion or an examination of the Annuitant or the Joint Annuitant by one of its medical examiners. If the second opinion or examination is obtained, the results of the second opinion or examination shall be the basis for approving or disapproving the additional Free Withdrawal request. The cost of any second opinion or examination will be borne by the Company.

Terminal Illness means an illness that is expected to cause death within twelve (12) months.

- **Confinement Waiver of Withdrawal Charges**

The Owner may request an additional Free Withdrawal amount in any Contract Year that the Annuitant or one of the Joint Annuitants is confined to a Hospital, Hospice Facility or Convalescent Care Facility and all of the following conditions are met:

- (a) The Annuitant or Joint Annuitant is confined to a Hospital, Hospice Facility or Convalescent Care Facility for at least 60 consecutive days;
- (b) The Annuitant or Joint Annuitant's confinement in the Hospital, Hospice Facility or Convalescent Care Facility begins at least one year after the Contract Date;

<b>PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE</b>
---

- (c) The additional Free Withdrawal request is received by the Company no later than ninety (90) days following the date that the qualifying confinement has ceased;
- (d) Confinement in a Hospital, Hospice Facility or Convalescent Care Facility is recommended by a Physician who is duly licensed by the state to treat the injury or sickness causing the confinement and who is not an employee of the Hospital, Convalescent Care Facility or Hospice Facility where the Annuitant or Joint Annuitant is confined; and
- (e) The additional Free Withdrawal request is accompanied by written proof of confinement and the Physician's recommendation.

The Free Withdrawal amount that is available during any Contract Year that all of the above conditions are satisfied is equal to the greater of the Contract's Cash Surrender Value or the Accumulated Value as of the Contract Anniversary coinciding with the first day of that Contract Year.

Convalescent Care Facility means an institution which: (i) is licensed by the state as a convalescent nursing facility, a qualified nursing facility, a convalescent hospital, a convalescent unit of a Hospital, an intermediate care facility, or a custodial care facility; (ii) is primarily engaged in providing, in addition to room and board accommodations, continuous nursing service by or under the supervision of a Physician or a licensed registered nurse (R.N.); (iii) maintains a daily record of each patient which is available for review by the Company; and (iv) administers a planned program of observation and treatment by a Physician (other than the proprietor or an employee of such facility) which is in accordance with existing standards of medical practice for the confinement.

Convalescent Care Facility does not mean a facility or any part of a facility used primarily for: rest care, training or education, or the treatment of alcoholism or chemical dependency.

Hospice Facility means an institution which provides a formal program of care for terminally ill patients whose life expectancy is less than 6 months, provided on an inpatient basis and directed by a Physician. It must be licensed, certified or registered in accordance with state law.

Hospital means an institution which: (i) is licensed as a Hospital and operated pursuant to law; (ii) is primarily engaged in providing or operating (either on its premises or in facilities available to the Hospital on a prearranged contractual basis and under the supervision of a staff of one or more duly licensed Physicians) diagnostic and surgery facilities for the medical care and treatment of injured and sick persons on an inpatient basis for which a charge is made; and (iii) provides 24-hour nursing service by or under the supervision of a licensed registered nurse (R.N.).

Hospital shall not include any institution which: is principally a rest home, nursing home, convalescent home, home for the aged, or is principally an institution for the care and treatment of alcohol or chemical dependency.

Physician means a practitioner of the healing arts, who is licensed by the state and is not a member of the Annuitant or Joint Annuitant's family.

<b>PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE</b>
---

- **Home Health Care Services Waiver of Withdrawal Charges**

Each Contract Year after the first Contract Year, the Owner may request an additional Free Withdrawal if the Annuitant or at least one of the Joint Annuitants is unable to perform at least two (2) of the five (5) Activities of Daily Living. The additional Free Withdrawal request must be accompanied by a Physician's written verification of the Annuitant or Joint Annuitant's inability to perform the Activities of Daily Living.

The additional Free Withdrawal amount that is available during any Contract Year that the above provisions are satisfied is equal to (1) minus (2) minus (3) where:

- (1) Is 20% of the Accumulated Value as of the Contract Anniversary coinciding with the first day of that Contract Year.
- (2) Is the maximum Free Withdrawal amount available for that Contract Year under the Withdrawals; Free Withdrawals; Minimum Distribution Withdrawals provision of the Contract.
- (3) Is the amount of any additional Free Withdrawal taken during the Contract Year under the Terminal Illness Waiver of Withdrawal Charges or the Confinement Waiver of Withdrawal Charges provisions of the Contract.

Activities of Daily Living shall include and be limited to Bathing, Dressing, Eating, Toileting and Transferring.

- Bathing means washing oneself by sponge bath or in either a tub or shower, and shall include the task of getting into or out of the tub or shower.
- Dressing means putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
- Eating means feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.
- Toileting means getting to and from the toilet, getting on and off the toilet and performing associated personal hygiene.
- Transferring means moving into or out of a bed, chair or wheelchair.

Physician means a practitioner of the healing arts, who is licensed by the state and is not a member of the Annuitant or Joint Annuitant's family.

Upon receipt of the Physician's written verification, the Company may require a second opinion or an examination of the Annuitant or the Joint Annuitant by one of its medical examiners. If the second opinion or examination is obtained, the results of the second opinion or examination shall be the basis for approving or disapproving the additional Free Withdrawal request. The cost of any second opinion or examination will be borne by the Company. The Company may also require proof from time to time to verify the Annuitant or Joint Annuitant's inability to perform Activities of Daily Living.



## SETTLEMENT OPTIONS

- **Election of Option**

The Beneficiary may elect to receive the Death Benefit provided by this Contract under one of the Settlement Options provided in this Contract. However, the Settlement Option elected must satisfy the applicable distribution requirements of Section 72(s) of the Internal Revenue Code.

Any election of a Settlement Option must be made in writing and is irrevocable after the payments commence. The Payee is the person who will receive the payments under the option. The Payee must be a natural person. No Payee shall have the right to assign or transfer any future payments under any option except as provided in the option or by law.

Multiple Settlement Options may be elected except in the case where the payout is being made because of the death of an Owner. If more than one option is elected, the amount applied under each option must be at least \$5,000. Payments under the options elected may start on the same or different dates as agreed by the Company.

Payments made quarterly, semiannually or annually may be elected in lieu of monthly payments. The amount of such payments will be furnished upon request. Payments less than \$100 will only be made annually.

- **Optional Annuity Benefits**

This Contract will provide the following Optional Annuity Benefits:

**Option 1 - Life Annuity**

Monthly payments will be made during the lifetime of the Payee. The monthly payments will cease on the death of the Payee. No payments will be due after the death of the Payee.

**Option 2 - Life Annuity with Guaranteed Period**

Monthly payments will be made for the guaranteed period elected and thereafter for the lifetime of the Payee. The guaranteed periods are 5, 10, 15 or 20 years, or any other period agreed upon in writing by the Company. After the guaranteed period, monthly payments will cease on the death of the Payee, and no payments will be due after the death of the Payee. If the Payee dies during the guaranteed period, no payments will be due after the guaranteed period.

**Option 3 - Installment Refund Life Annuity**

Monthly payments will be made for the Installment Refund Period and thereafter for the lifetime of the Payee. The Installment Refund Period is the period required for the sum of the monthly payments to equal the total amount applied under this option. After the Installment Refund Period, monthly payments will cease on the death of the Payee, and no payments will be due after the death of the Payee. If the Payee dies during the Installment Refund Period, no payments will be due after the Installment Refund Period.

---

**SETTLEMENT OPTIONS**

---

**Option 4 - Joint and Last Survivor Annuity**

Monthly payments will be made for the joint lifetime of two persons and in an equal amount during the remaining lifetime of the survivor. Payments will cease on the death of the last survivor. No payments will be due after the death of the last survivor. Payments may also be made to the survivor in an amount equal to  $\frac{2}{3}$  or  $\frac{1}{2}$  of the payment made during the joint lifetime of the two persons.

**Option 5 - Fixed Period Annuity**

Monthly payments will be made for the fixed period elected. Payments will cease at the end of the fixed period and no further payments will be due. The fixed period that may be elected is any period from 5 to 30 years.

The Annuity Settlement Option factors contained in the following tables are based on the Annuity 2000 Mortality Table and a minimum guaranteed interest rate of 2.00%, assuming that 50% of Annuitants are male and 50% are female. Interest in excess of the guaranteed rate may be paid as determined by the Company.

Annuity Settlement Option factors for Option 4 - Joint and Last Survivor Annuity will be furnished upon request.

<b>SETTLEMENT OPTIONS</b>
---------------------------

<b>Option One, Two, and Three</b> <b>Monthly Income Rates per \$1,000 of Proceeds</b>
--

<b>Period Certain &amp; Life</b>						
----------------------------------	--	--	--	--	--	--

Age	Life	5 Years	10 Years	15 Years	20 Years	Install Refund
60	4.23	4.22	4.17	4.08	3.94	3.89
65	4.88	4.85	4.75	4.56	4.30	4.34
70	5.78	5.71	5.48	5.11	4.62	4.93
75	7.04	6.87	6.37	5.63	4.86	5.68
80	8.86	8.43	7.31	6.04	4.98	6.66
85+	N/A	10.36	8.15	6.28	5.03	N/A

<b>Option Five</b> <b>Monthly Income Rates per \$1,000 of Proceeds</b>
---

Number Years	Monthly Payment
5	17.49
10	9.18
15	6.42
20	5.04
25	4.22
30	3.68

(THIS PAGE LEFT BLANK INTENTIONALLY)

- **Flexible Premium Deferred Annuity Contract**

Monthly income commencing on Annuity Date. Option to change Annuity Date. Option to change type of Annuity Benefit payable. Non-Participating. A Stock Company.



***Administrative Office:***  
555 South Kansas Avenue  
P.O. Box 2039  
Topeka, KS 66601-2039  
(888) 252-5530

***Home Office:***  
611 5th Avenue  
Des Moines, IA 50309  
(800) 800-9882

## Flexible Premium Deferred Annuity Contract

**AVIVA LIFE AND ANNUITY COMPANY** (hereinafter "the Company") will make the payments and provide the benefits described in this Contract in consideration for the payment by the Owner of the Premium when due.

Upon the death of the Annuitant before the Annuity Date, the Company will pay the Beneficiary the Death Benefit as provided in this Contract. Payment will be made on receipt of due proof of the Annuitant's death and surrender of this Contract.

This is a legal contract between the Owner and **AVIVA LIFE AND ANNUITY COMPANY**.

**PLEASE READ THIS CONTRACT CAREFULLY.** It includes the provisions both on the pages within and on any riders or endorsements which are attached. If the Owner is not satisfied with the Contract, the Owner may return it to the Company or to the agent from whom the Contract was purchased within 20 days following its receipt and the Premium paid will be refunded and the Contract will be cancelled.

- Flexible Premium Deferred Annuity Contract.
- Monthly income commencing on Annuity Date.
- Option to change type of Annuity Benefit payable.
- Non-Participating.
- A Stock Company.



Thomas C. Godlasky  
President and CEO



Michael H. Miller  
Secretary



**Administrative Office:**  
555 South Kansas Avenue  
P.O. Box 2039  
Topeka, KS 66601-2039  
(888) 252-5530

**Home Office:**  
611 5th Avenue  
Des Moines, IA 50309  
(800) 800-9882

## INDEX OF CONTRACT PROVISIONS

<b>GENERAL CONTRACT PROVISIONS</b>	
The Contract	5
Contract Date, Contract Year and Contract Anniversary	5
Authority to Change	5
Incontestability	5
Age and Sex	5
Annuitant; Joint Annuitants	5-6
Owner	6
Assignment	6
Beneficiary	6-7
Designated Beneficiary	7
Annuity Date	8
Proceeds	8
Premium Taxes	8
Terms of Annuity Payment	8-9
• If there is one living Annuitant on the Annuity Date	8
• If there are two living Annuitants on the Annuity Date	8-9
Death Benefit	9
Death of Non-Owner Annuitant	9
Distribution on Death of Owner	9-10
• Where Owner is not the Annuitant	9-10
• Where Owner is the Annuitant	10
Conformity with Applicable Laws	11
<b>PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE</b>	
Initial Premium	12
Renewal Premiums	12
Premium Bonus	12
Premium Bonus Percentage	12
Business Day	12
Allocation Percentages	13
Transfers	13
Strategies	13

**INDEX OF CONTRACT PROVISIONS • Continued**

<b>PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE</b>	
Interest Credits	14
Accumulated Value	14
Strategy Value	14
Cash Surrender Value	15
Withdrawal Charge	15
Minimum Guaranteed Contract Value	15
Withdrawals; Free Withdrawals; Minimum Distribution Withdrawals	15-17
Statements	18
Terminal Illness Waiver of Withdrawal Charges	18
Confinement Waiver of Withdrawal Charges	18-19
Home Health Care Services Waiver of Withdrawal Charges	20
<b>SETTLEMENT OPTIONS</b>	
Election of Option	21
Optional Annuity Benefits	21-22
• Option 1 - Life Annuity	21
• Option 2 - Life Annuity with Guaranteed Period	21
• Option 3 - Installment Refund Life Annuity	21
• Option 4 - Joint and Last Survivor Annuity	22
• Option 5 - Fixed Period Annuity	22
Annuity Tables	23



(THIS PAGE LEFT BLANK INTENTIONALLY)

**CONTRACT DATA PAGE**

<b>Contract Data</b>	
Contract Number:	[Specimen]
Annuitant:	[John Doe]
Annuitant's Age:	[70]
Annuitant's Sex:	[Male]
Contract Date:	[01/01/2008]
Annuity Date:	[01/01/2028]
Initial Premium:	[\$25,000.00]
Minimum Guaranteed Interest Rate:	[2.00%]
Premium Bonus Percentage:	[5.00%]
Maximum Renewal Premiums:	\$100,000.00 Per 12 Month Period

<b>Withdrawal Charge Rate Schedule</b>	
Contract Year	Rate
1	[16.00%]
2	[15.00%]
3	[14.00%]
4	[13.00%]
5	[12.00%]
6	[11.00%]
7	[10.00%]
8	[8.00%]
9	[6.00%]
10	[4.00%]
<b>There are no Withdrawal Charges after the 10th Contract Year.</b>	

(THIS PAGE LEFT BLANK INTENTIONALLY)

**CONTRACT DATA PAGE • Continued****Strategy Allocation Percentages and Data Elements on the Contract Date**

<b>1-Year Strategy(ies)</b>	<b>Allocation Percentages</b>	<b>Initial Interest Rate</b>	<b>Interest Rate Bonus*</b>		
1-Year Guaranteed Fixed Strategy:	[100%]	[3.00%]	[1.00%]		
<b>Multi-Year Strategy(ies)</b>	<b>Allocation Percentages</b>	<b>Initial Interest Rate</b>	<b>Interest Rate Bonus*</b>	<b>Term Period</b>	<b>Number of Term Periods</b>
[2]-Year Guaranteed Fixed Strategy	[0%]	[3.50%]	[1.00%]	[2]	[1]

\*Any Interest Rate Bonus is included in, and not in addition to, the Initial Interest Rate shown for each Strategy.

ALL INTEREST RATES ARE EFFECTIVE ANNUAL RATES.

**FOR INFORMATION, OR TO MAKE A COMPLAINT REGARDING THIS CONTRACT,  
CALL: [1-888-252-5530]**

(THIS PAGE LEFT BLANK INTENTIONALLY)

<b>TABLE OF GUARANTEED MINIMUM VALUES</b>
---

**Contract Number:** [Specimen]**Initial Premium:** [\$25,000.00]

End of Contract Year	Minimum Cash Surrender Value
1	[\$23,131.50]
2	[24,252.64]
3	[24,963.83]
4	[25,693.77]
5	[26,442.91]
6	[27,211.75]
7	[28,000.77]
8	[29,060.14]
9	[30,150.68]
10	[31,273.22]
11	[32,958.52]
12	[33,617.69]
13	[34,290.04]
14	[34,975.84]
15	[35,675.35]
16	[36,388.85]
17	[37,116.62]
18	[37,858.95]
19	[38,616.12]
20	[39,388.44]
Age 90	[39,388.44]

The values at left were calculated as defined in the Cash Surrender Value section of this Contract, assuming no Renewal Premiums, Withdrawals or Premium Taxes. The values were calculated based on the Initial Interest Rates, Minimum Guaranteed Interest Rate and Strategy Allocation Percentages shown on the Contract Data Page. The Minimum Guaranteed Contract Value is shown for any Contract Year in which the calculated values are less than the Minimum Guaranteed Contract Value.

The paid-up annuity, Cash Surrender Value or Death Benefits available under this Contract, other than on the Contract Anniversary, shall be calculated with allowance for the lapse of time since the Contract Anniversary and are not less than the minimum benefits required by statute in the state in which this Contract is delivered.

(THIS PAGE LEFT BLANK INTENTIONALLY)

## GENERAL PROVISIONS

- **The Contract**

This Contract, including endorsements, riders or signed amendments, the Contract Data Page and the attached application, constitute the entire Contract. All statements made in the application are representations and not warranties. No statement will be used to deny a claim unless made in the application, a copy of which is attached to this Contract. This Contract and the Company's obligation under this Contract shall terminate upon the payment of all benefits required by this Contract.

- **Contract Date, Contract Year and Contract Anniversary**

Coverage provided by this Contract is effective as of the Contract Date shown on the Contract Data Page. Contract Years and Contract Anniversaries are determined from the Contract Date. Hypothetical example: If the Contract Date is January 26, 2008, the first Contract Year ends on January 26, 2009, and the first Contract Anniversary occurs on January 26, 2009.

- **Authority to Change**

No one except the President or Secretary of the Company may change or waive any of the terms of this Contract. Any change must be in writing and signed by the President or the Secretary of the Company.

- **Incontestability**

All statements made in the application are considered representations and not warranties. The validity of the Contract will not be contestable.

- **Age and Sex**

If the age or sex of the Annuitant has been misstated, the amount payable by the Company will be that which the Premium paid would have purchased if the true age and sex had been stated on the application for this Contract. Age will be calculated as of the Contract Date and will be equal to the age at the last birthday of the Annuitant. Any underpayments already made by the Company will be immediately paid in one sum with interest compounded at the rate of 3.00% per year. Any overpayments made by the Company will be charged against the next succeeding annuity payment or payments with interest compounded at the rate of 3.00% per year.

- **Annuitant; Joint Annuitants**

The Annuitant is the person named on the Contract Data Page whose life determines the annuity payments made under this Contract and is the person who will receive such payments on the Annuity Date. We will allow the Owner to name in the application two people to jointly serve as the Annuitant. If Joint Annuitants are named, this Contract will be issued only if the Joint Annuitants are spouses. After the Contract Date, neither the Annuitant nor the Joint Annuitants may be changed.



## GENERAL PROVISIONS

Unless otherwise stated, Annuitant shall mean the Annuitants jointly if Joint Annuitants have been named. If Joint Annuitants are named and one Joint Annuitant dies, the Contract shall continue with the surviving Joint Annuitant serving as the sole surviving Annuitant. For purposes of administering the provisions of this Contract, when Joint Annuitants are named, the Annuitant shall be considered living as long as at least one Joint Annuitant is alive. In other words, for purposes of administering the provisions of this Contract, if Joint Annuitants are named, it is only on the death of the last surviving Annuitant that the Annuitant is considered to have died.

- **Owner**

Owner means the Contract Owner named in the application or the Contract Owner's successor or assignee if ownership has been assigned. If no Owner is named on the application, the Annuitant will be the Owner. During the Annuitant's lifetime all rights described in this Contract may be exercised by the Owner subject to the rights of:

- (a) Any assignee of record with the Company; and
- (b) Any irrevocably named Beneficiary.

If an Owner who is a natural person dies during the Annuitant's lifetime, the contingent owner named in the application, if any, will become the Owner. If there is no contingent owner named, ownership will pass to the estate of the Owner. Subject to the Distribution on Death of Owner section in this Contract, in the case of joint ownership, on the death of a joint owner, ownership will pass to the surviving Owner(s). On the death of the last surviving Owner, if no contingent owner has been named, ownership will pass to the estate of the last surviving Owner.

All rights of the Owner under this Contract terminate on the death of the Annuitant.

For purposes of the Distribution on Death of Owner section, if the Owner of the Contract is not a natural person, the death of any Annuitant shall be treated as the death of an Owner of the Contract.

- **Assignment**

This Contract may be assigned by written request filed with the Company unless restricted by endorsement to this Contract. The assignment will take effect on the date the written request was signed. However, the assignment is subject to any action taken by the Company prior to receipt of the written request. The Company has no liability under any assignment for its actions or omissions done in good faith.

- **Beneficiary**

The Beneficiary is the person or persons who will receive the Death Benefit provided by this Contract. While the Annuitant is alive, the Owner may change a Beneficiary by a signed written request filed with the Company and may name one or more contingent Beneficiaries. No change will take effect unless the Company receives such signed written request. A change will take effect as of the date the written request was signed. Any change is subject to payment or other action taken by the Company before the change was received.

## GENERAL PROVISIONS

The following rules shall apply unless otherwise permitted by the Company in accordance with applicable law:

1. All rights of a Beneficiary, including an irrevocable Beneficiary, will end if such Beneficiary dies before the Annuitant.
2. If no Beneficiary has been named when the Annuitant dies, the Company will pay the Death Benefit to the Annuitant's estate. In the case of Joint Annuitants, the Company will pay the Death Benefit to the estate of the last surviving Joint Annuitant. If the death of both Joint Annuitants occurs simultaneously, the estates of both Joint Annuitants will share the Death Benefit equally.
3. If no Beneficiary is alive when the Annuitant dies, the Company will pay the Death Benefit to the Annuitant's estate. In the case of Joint Annuitants, the Company will pay the Death Benefit to the estate of the last surviving Joint Annuitant. If the death of both Joint Annuitants occurs simultaneously, the estates of both Joint Annuitants will share the Death Benefit equally.
4. If only one Beneficiary survives the Annuitant, the Company will pay the entire Death Benefit to such Beneficiary.
5. If the Owner has not designated how the Death Benefit is to be distributed and two or more Beneficiaries survive the Annuitant, the surviving Beneficiaries will share the Death Benefit equally.
6. If the Owner has designated how the Death Benefit is to be distributed and a Beneficiary predeceases the Annuitant, the portion of the Death Benefit designated to the deceased Beneficiary shall be divided among the surviving Beneficiaries on a pro rata basis. In other words, each surviving Beneficiary's interest in the Death Benefit will be divided by the sum of the interests of all surviving Beneficiaries to determine the percentage each surviving Beneficiary will receive of the deceased Beneficiary's original interest in the Death Benefit.

A Beneficiary that is not a natural person will be considered living for purposes of administering these rules. The interest of any named irrevocable Beneficiary cannot be changed without the written consent of such Beneficiary. No Beneficiary has any rights in the Contract until the Annuitant dies.

If the Annuitant dies on or after the Annuity Date and before all of the required annuity payments have been made, all remaining annuity payments will be subject to the above requirements regarding payment of the Death Benefit. Thus, for purposes of determining the amount of and to whom all remaining annuity payments shall be made, the Company will treat all remaining annuity payments as if they were a Death Benefit.

- **Designated Beneficiary**

Designated Beneficiary as used in the Distribution on Death of Owner section shall mean: (i) the contingent owner named in the application, or as subsequently changed, if any; (ii) the joint owner or Owners in the case of joint ownership; or (iii) the estate of the Owner if no contingent owner is named, and there is no joint owner or Owners.

## GENERAL PROVISIONS

- **Annuity Date**

On the Contract Date of this Contract, the Annuity Date will be set by the Company at the later of the Contract Anniversary following the Annuitant's age 90 or the 18th Contract Anniversary. If Joint Annuitants are named in the application, the Annuity Date will be set based on the age of the oldest Joint Annuitant.

- **Proceeds**

Proceeds shall mean the amount payable from the Contract when the Contract is surrendered, when the Death Benefit becomes payable or on the Annuity Date.

- **Premium Taxes**

The Company may be charged a state imposed Premium Tax on the Premiums you pay for this Contract. If a Premium Tax is imposed, the Company may deduct the amount of such tax from your Premiums when your Premiums are received, or from the Accumulated Value of the Contract upon:

1. Any Withdrawal from the Contract;
2. The full surrender of the Contract;
3. The election of a Settlement Option; or
4. The payment of a Death Benefit.

- **Terms of Annuity Payment**

- **If there is one living Annuitant on the Annuity Date**

On the Annuity Date, the Cash Surrender Value of this Contract will be applied to provide a 10 Year Certain and Life Annuity to the Annuitant, unless an Optional Annuity Benefit has been selected prior to the Annuity Date. The Optional Annuity Benefits are described in the Settlement Options section of this Contract. Once the annuity payments have started, the method and term of the payments cannot be changed.

The first annuity payment will be made on the Annuity Date. The Company may require proof of the true age and sex of the Annuitant before making the first annuity payment. In order to receive payments, the Annuitant must be living on the Annuity Date and on the date that each subsequent payment is due as required by the terms of the Annuity Settlement Option. The Company may require proof from time to time that this condition has been met.

- **If there are two living Annuitants on the Annuity Date**

On the Annuity Date, the Cash Surrender Value of this Contract will be applied to provide to the Annuitant listed first in the application a Joint and Last Survivor Annuity for the joint lifetime of the two Joint Annuitants and in an equal amount to the surviving Joint Annuitant during the remaining lifetime of the surviving Joint Annuitant, unless an Optional Annuity Benefit has been selected prior to the Annuity Date. The Optional Annuity Benefits are described in the Settlement Options section of this Contract. Once the annuity payments have started, the method and term of the payments cannot be changed.

## GENERAL PROVISIONS

The first annuity payment will be made on the Annuity Date. The Company may require proof of the true age and sex of the Joint Annuitants before making the first annuity payment. In order to receive payments, the Joint Annuitants must be living on the Annuity Date and on the date that each subsequent payment is due as required by the terms of the Annuity Settlement Option. The Company may require proof from time to time that this condition has been met.

- **Death Benefit**

The Death Benefit provided by this Contract will be paid upon receipt by the Company at its Administrative Office of due proof of the Annuitant's death and surrender of the Contract. The following in a form and manner satisfactory to the Company shall be considered due proof of the Annuitant's death:

1. Proof of death of the Annuitant while this Contract was in force. If Joint Annuitants are named, proof of death of the Annuitant shall mean proof of death of the second to die of the Joint Annuitants;
2. The Company's claim form from each Beneficiary, properly completed; and
3. Any other documents required by law.

The Death Benefit will be equal to the Contract's Cash Surrender Value or the Accumulated Value, whichever is greater, paid in a lump sum and will be calculated as of the date the Company receives at its Administrative Office the due proof of the Annuitant's death as required above. In lieu of receiving the Death Benefit in a lump sum, the Beneficiary may elect to have the Death Benefit applied under any of the Optional Annuity Benefits provided for in the Contract. The Death Benefit must be paid in a manner that complies with the applicable requirements of Section 72(s) of the Internal Revenue Code.

The Death Benefit will earn interest from the date the Company receives at its Administrative Office the due proof of the Annuitant's death required above to the date of payment or other settlement at the same rate the Company would have credited interest on the 1-Year Guaranteed Fixed Strategy if the Annuitant had not died. If a higher rate of interest is required by law, the Company will pay the higher rate.

- **Death of Non-Owner Annuitant**

The Company will pay the Beneficiary the Death Benefit provided in this Contract if the Annuitant who is not an Owner dies before the Annuity Date while this Contract is in force.

- **Distribution on Death of Owner**

- **Where Owner is not the Annuitant**

If any Owner dies before the Annuity Date while the Annuitant is alive, the Contract will continue, but the Cash Surrender Value of this Contract will be distributed to the Designated Beneficiary within 5 years after the death of such Owner. However, the above distribution requirement will not apply if:

## GENERAL PROVISIONS

1. The Owner's entire interest in the Contract is payable to the Designated Beneficiary who is an individual;
2. Such entire interest will be distributed over the life of the Designated Beneficiary or over a period not extending beyond the life expectancy of the Designated Beneficiary; and
3. The distribution begins not later than one year after the Owner's death or such later date as prescribed by the Internal Revenue Service.

If the Designated Beneficiary is the surviving spouse of the Owner on the Owner's death, the surviving spouse will be treated in accordance with Section 72(s)(3) of the Internal Revenue Code as the Owner for purposes of this provision. This results in delaying the distribution requirements under this provision until the death of the surviving spouse. The provision relative to the surviving spouse can only apply once. The provision cannot apply a second time if the surviving spouse continues the Contract, remarries and then dies.

If any Owner or any Annuitant dies on or after the Annuity Date, any remaining interest in the Contract will be distributed at least as rapidly as under the method of distribution being used as of the Owner's date of death.

- **Where Owner is the Annuitant**

If any Owner who is also the Annuitant dies before the Annuity Date, the Contract will continue, but the applicable Death Benefit as provided for under the Death Benefit section of this Contract will be distributed to the Beneficiary within 5 years after the death of such Owner. However, the above distribution requirement will not apply if:

1. The Death Benefit is payable to the Beneficiary who is an individual;
2. The Death Benefit will be distributed over the life of the Beneficiary or over a period not extending beyond the life expectancy of the Beneficiary; and
3. The distribution begins not later than one year after the Owner's death or such later date as prescribed by the Internal Revenue Service.

If the Beneficiary is the surviving spouse of the Owner on the Owner's death, the surviving spouse will be treated in accordance with Section 72(s)(3) of the Internal Revenue Code as the Owner for purposes of this provision. This results in delaying the distribution requirements under this provision until the death of the surviving spouse. The provision relative to the surviving spouse can only apply once. The provision cannot apply a second time if the surviving spouse continues the Contract, remarries and then dies.

If any Owner or any Annuitant dies on or after the Annuity Date, any remaining interest in the Contract will be distributed at least as rapidly as under the method of distribution being used as of the Owner's date of death.

**GENERAL PROVISIONS**

- **Conformity with Applicable Laws**

The paid-up annuity, Cash Surrender Value or Death Benefits available under this Contract are not less than the minimum benefits required by statute in the state in which this Contract is delivered. If any provision of this Contract is determined not to provide the minimum benefits required by the statutes or regulations of the state in which the Contract is delivered, such provision will be deemed to be amended to conform or comply with such laws or regulations. In addition, notwithstanding any provision in the Contract to the contrary, all distributions under the Contract must be made in accordance with the applicable requirements of Section 72(s) of the Internal Revenue Code, and all terms of the Contract shall be interpreted consistently with the requirements of this section.

**PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE**

- **Initial Premium**

The Initial Premium for this Contract may be paid at the Company's Administrative Office, or delivered to an agent of the Company. The Initial Premium is shown on the Contract Data Page and is due on the Contract Date. The Company may limit the amount of Initial Premium that it will accept for this Contract. The Initial Premium will be credited to the Strategies on the Contract Date based on the Allocation Percentages selected by the Owner.

- **Renewal Premiums**

Any Premiums received by the Company subsequent to the Initial Premium will be considered Renewal Premiums and must be received by the Company prior to the Annuity Date. The Company may limit the amount of Renewal Premiums that it will accept to the amount shown on the Contract Data Page. The Renewal Premiums for this Contract may be paid at the Company's Administrative Office, or delivered to an agent of the Company. The minimum Renewal Premium that will be accepted by the Company is \$1,000. Renewal Premiums are not required to maintain this Contract.

Renewal Premiums will be credited to the 1-Year Guaranteed Fixed Strategy on the date the Renewal Premiums are received by the Company.

- **Premium Bonus**

The Company will calculate a Premium Bonus on the Contract Date and on any other date during the first and second Contract Years that Renewal Premiums are received by the Company.

The Premium Bonus that is calculated on the Contract Date is equal to the Initial Premium multiplied by the Premium Bonus Percentage. The Premium Bonus attributable to the Initial Premium will be credited to the Strategies on the Contract Date based on the Allocation Percentages selected by the Owner.

The Premium Bonus that is calculated upon receipt of any Renewal Premiums during the first and second Contract Years will be equal to the Renewal Premiums multiplied by the Premium Bonus Percentage. The Premium Bonus attributable to any Renewal Premiums will be credited to the 1-Year Guaranteed Fixed Strategy on the date the Renewal Premiums are received by the Company.

- **Premium Bonus Percentage**

The Premium Bonus Percentage is used in the calculation of the Premium Bonus for the Initial Premium and for any Renewal Premiums received by the Company during the first and second Contract Years only. The Premium Bonus Percentage is shown on Page 3 of the Contract Data Page and is guaranteed for the first and second Contract Years.

- **Business Day**

Business Day shall mean any day of the week except for Saturday, Sunday and U.S. Federal holidays.

**PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE**

- **Allocation Percentages**

On the Contract Date, the Initial Premium and the Premium Bonus attributable to the Initial Premium will be credited to the Strategies based on the Allocation Percentages selected by the Owner. The Allocation Percentages selected for each Strategy must be a whole percentage ranging from 0% to 100%. The sum of the Allocation Percentages for the Strategies must at all times equal 100%. The Allocation Percentages in effect on the Contract Date are shown on the Contract Data Page.

- **Transfers**

The Owner may elect, on the Contract Anniversary, to transfer some or all of the value of a Strategy to one or more of the Contract's other Strategies as provided below. To elect such a transfer, the Owner must submit a written request that is received by the Company at its Administrative Office at least four (4) Business Days prior to the Contract Anniversary. The written request must specify the Strategies to which each transfer is to be made. The Owner must also specify the amount that is to be transferred, either as a total dollar amount or as a whole percentage of the Strategy Value.

The Owner may elect to transfer some or all of the value of a Multi-Year Guaranteed Fixed Strategy to the 1-Year Guaranteed Fixed Strategy at the end of any Term Period for such Multi-Year Guaranteed Fixed Strategy. At the end of the last applicable Term Period for each Multi-Year Guaranteed Fixed Strategy, the Multi-Year Guaranteed Fixed Strategy will terminate and the Company will automatically transfer the Strategy Value of that Strategy to the 1-Year Guaranteed Fixed Strategy.

Transfers from any Strategy to a Multi-Year Guaranteed Fixed Strategy will only be permitted if:

1. The Strategy from which the funds are being transferred is at the end of its Term Period and the Strategy to which the funds are being transferred is beginning a new Term Period; or
2. The funds are being transferred from the 1-Year Guaranteed Fixed Strategy and the Strategy to which the funds are being transferred is beginning a new Term Period.

For any transfer request received by the Company where the amount to be transferred represents a percentage of a known or unknown value, the Company will use its best efforts to determine the amount that must be transferred from each Strategy in order to satisfy the intent of the Owner's original request.

- **Strategies**

The Strategies available with this Contract shall be established by the Company and may change from time to time. The Interest Credits section of this Contract shall determine the amount of Interest Credits that are credited to each Strategy. The Strategies on the Contract Date are shown on the Contract Data Page.



**PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE**

- **Interest Credits**

The Company will declare Initial and Renewal Interest Rates that will determine the Interest Credits credited to the Strategy Value of each Strategy. The Initial Interest Rate for each Strategy is equal to the interest rate declared and currently in effect on the Contract Date and may include an Interest Rate Bonus. Any Interest Rate Bonus is included in, and not in addition to, the Initial Interest Rate shown on the Contract Data Page for each Strategy. The Renewal Interest Rate for each Strategy is guaranteed to never be less than the Minimum Guaranteed Interest Rate shown on the Contract Data Page. The Initial and Renewal Interest Rates for each Strategy are effective annual interest rates and are credited daily to the Strategy Value of each Strategy.

The Initial Interest Rate for the 1-Year Guaranteed Fixed Strategy will be guaranteed for the first Contract Year only. At the end of the first Contract Year and any subsequent Contract Year, the Company will declare a Renewal Interest Rate which will be guaranteed for the next Contract Year only.

The Initial Interest Rate for any Multi-Year Guaranteed Fixed Strategy will be guaranteed for the Term Period associated with that Strategy. At the end of the first Term Period and any subsequent Term Period, the Company will declare a Renewal Interest Rate which will be guaranteed for the next Term Period only. At the end of the last applicable Term Period for each Multi-Year Guaranteed Fixed Strategy, the Multi-Year Guaranteed Fixed Strategy will terminate and the Company will automatically transfer the Strategy Value of that Strategy to the 1-Year Guaranteed Fixed Strategy.

- **Accumulated Value**

The Accumulated Value of this Contract at any time shall be equal to the sum of the Contract's Strategy Values.

- **Strategy Value**

The Strategy Value of each Strategy will be equal to:

1. Any Premiums allocated to that Strategy; plus
2. Any Premium Bonus(es) credited to that Strategy; plus
3. Any amount(s) transferred from the Contract's other Strategies to that Strategy; plus
4. The amount of Interest Credits that are credited to that Strategy; minus
5. Any amount transferred from that Strategy to any of the Contract's other Strategies; minus
6. Withdrawals of any type deducted from that Strategy.

**PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE**

- **Cash Surrender Value**

At or before the Annuity Date and prior to the death of the Annuitant, the Owner may surrender this Contract for the Cash Surrender Value.

The Cash Surrender Value is the greater of (1) or (2) where:

- (1) Is the Accumulated Value, adjusted for any applicable Withdrawal Charge.
- (2) Is the Minimum Guaranteed Contract Value.

The Company may defer payment upon surrender of this Contract for up to six months if the insurance regulatory authority of the state in which this Contract was issued approves such deferral.

- **Withdrawal Charge**

The Withdrawal Charge in any Contract Year will be equal to  $[(A - B) \times C]$  where:

- (A) Is the Accumulated Value.
- (B) Is any Free Withdrawal amount available and remaining in the Contract Year.
- (C) Is any applicable Withdrawal Charge Rate shown on the Contract Data Page.

- **Minimum Guaranteed Contract Value**

The Minimum Guaranteed Contract Value of this Contract at any time shall be equal to:

- (1) 87.5% of the Initial and Renewal Premiums credited to the Contract accumulated at an interest rate of [3.00%] per year; minus
- (2) Withdrawals of any type from the Contract accumulated at an interest rate of [3.00%] per year.

The Minimum Guaranteed Contract Value associated with any Withdrawal from the Contract will be equal to the amount of the Withdrawal, adjusted for any applicable Withdrawal Charge.

- **Withdrawals; Free Withdrawals; Minimum Distribution Withdrawals**

At or before the Annuity Date and prior to the death of the Annuitant, the Owner may withdraw an amount up to the Cash Surrender Value. Unless specified otherwise by the Owner, Withdrawals will be made pro rata from all Strategies based on the Strategy Values as of the Withdrawal date.

A Free Withdrawal amount is provided each Contract Year. There will be no Withdrawal Charges applied to the Free Withdrawal amount. The Free Withdrawal amount available each Contract Year will be calculated at the time of the first Withdrawal that Contract Year. The Free Withdrawal amount will be equal to 10.00% of the Accumulated Value as of the Contract Anniversary coinciding with the first day of that Contract Year.

**PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE**

The Free Withdrawal amount provided each Contract Year is per Contract Year. Therefore, if any Withdrawals are taken during a Contract Year, any unused portion of the Free Withdrawal amount for that Contract Year cannot be carried over to the following Contract Year. However, if no Withdrawals are taken during a particular Contract Year, the Free Withdrawal amount available in the following Contract Year shall be increased to an amount equal to 20.00% of the Accumulated Value as of the Contract Anniversary coinciding with the first day of that Contract Year, which is the maximum cumulative Free Withdrawal amount that shall be available in any Contract Year.

To make a Withdrawal from the Contract that is not made pro rata from all Strategies, the Owner must submit a written request to the Company. The written request must be signed and dated and must state the Strategies from which the Withdrawal is to be taken. The Owner must specify the amount that is to be withdrawn, either as a total dollar amount or as a whole percentage of the Strategy Value. The amount specified by the Owner will be before the calculation of any applicable charges and/or adjustments. The minimum amount that may be withdrawn at any time is \$100. A Withdrawal Charge may apply to any amount withdrawn in excess of the Free Withdrawal amount. Withdrawal Charges will be calculated as defined in the Withdrawal Charge section of this Contract.

If the attained age of the Owner is 70 or older at the time of the first Withdrawal in any Contract Year, the Free Withdrawal amount for that Contract Year will equal the greater of (a) or (b) where:

- (a) Is the Contract's Free Withdrawal amount; and
- (b) Is the Owner's Required Minimum Distribution attributable to this Contract up to the Maximum Required Minimum Distribution provided by this Contract.

Owner's Required Minimum Distribution shall mean the minimum amount, if any, as calculated for this Contract under Internal Revenue Code Section 401, 403, 408, 408A, 457 and current IRS rules regarding minimum distributions, that must be distributed to the Owner of this Contract.

The Maximum Required Minimum Distribution available in any Contract Year shall equal (a) divided by (b) where:

- (a) Is the greater of the Contract's Cash Surrender Value or the Accumulated Value at the time of the first Withdrawal that Contract Year; and
- (b) Is the Withdrawal Factor for the Owner's attained age at the time of the first Withdrawal that Contract Year.

<b>PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE</b>
---

### Minimum Distribution Withdrawal Factors

Attained Age of Owner	Withdrawal Factor	Attained Age of Owner	Withdrawal Factor
70	27.4	93	9.6
71	26.5	94	9.1
72	25.6	95	8.6
73	24.7	96	8.1
74	23.8	97	7.6
75	22.9	98	7.1
76	22.0	99	6.7
77	21.2	100	6.3
78	20.3	101	5.9
79	19.5	102	5.5
80	18.7	103	5.2
81	17.9	104	4.9
82	17.1	105	4.5
83	16.3	106	4.2
84	15.5	107	3.9
85	14.8	108	3.7
86	14.1	109	3.4
87	13.4	110	3.1
88	12.7	111	2.9
89	12.0	112	2.6
90	11.4	113	2.4
91	10.8	114	2.1
92	10.2	115 and over	1.9

The Company may defer payment of Withdrawals from this Contract for up to six months if the insurance regulatory authority of the state in which this Contract was issued approves such deferral.

**PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE**

- **Statements**

The Company will furnish to the Owner annually, and at any time upon request, a Statement reflecting the total amount of Accumulated Value and Cash Surrender Value.

- **Terminal Illness Waiver of Withdrawal Charges**

The Owner may request an additional Free Withdrawal amount in any Contract Year that the Annuitant or one of the Joint Annuitants is diagnosed with a Terminal Illness and both of the following conditions are met:

- (a) The Annuitant or the Joint Annuitant's Terminal Illness is initially diagnosed at least one year after the Contract Date; and
- (b) The additional Free Withdrawal request is accompanied by Proof of Terminal Illness.

The Free Withdrawal amount that is available during any Contract Year that the above conditions are satisfied is equal to the greater of the Contract's Cash Surrender Value or the Accumulated Value as of the Contract Anniversary coinciding with the first day of that Contract Year.

Physician means a practitioner of the healing arts, who is licensed by the state and is not a member of the Annuitant or Joint Annuitant's family.

Proof of Terminal Illness means a certification of Terminal Illness prepared by a Physician who has examined the Annuitant or the Joint Annuitant and is qualified to provide the certification.

Upon receipt of the certification of Terminal Illness, the Company may require a second opinion or an examination of the Annuitant or the Joint Annuitant by one of its medical examiners. If the second opinion or examination is obtained, the results of the second opinion or examination shall be the basis for approving or disapproving the additional Free Withdrawal request. The cost of any second opinion or examination will be borne by the Company.

Terminal Illness means an illness that is expected to cause death within twelve (12) months.

- **Confinement Waiver of Withdrawal Charges**

The Owner may request an additional Free Withdrawal amount in any Contract Year that the Annuitant or one of the Joint Annuitants is confined to a Hospital, Hospice Facility or Convalescent Care Facility and all of the following conditions are met:

- (a) The Annuitant or Joint Annuitant is confined to a Hospital, Hospice Facility or Convalescent Care Facility for at least 60 consecutive days;
- (b) The Annuitant or Joint Annuitant's confinement in the Hospital, Hospice Facility or Convalescent Care Facility begins at least one year after the Contract Date;

<b>PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE</b>
---

- (c) The additional Free Withdrawal request is received by the Company no later than ninety (90) days following the date that the qualifying confinement has ceased;
- (d) Confinement in a Hospital, Hospice Facility or Convalescent Care Facility is recommended by a Physician who is duly licensed by the state to treat the injury or sickness causing the confinement and who is not an employee of the Hospital, Convalescent Care Facility or Hospice Facility where the Annuitant or Joint Annuitant is confined; and
- (e) The additional Free Withdrawal request is accompanied by written proof of confinement and the Physician's recommendation.

The Free Withdrawal amount that is available during any Contract Year that all of the above conditions are satisfied is equal to the greater of the Contract's Cash Surrender Value or the Accumulated Value as of the Contract Anniversary coinciding with the first day of that Contract Year.

Convalescent Care Facility means an institution which: (i) is licensed by the state as a convalescent nursing facility, a qualified nursing facility, a convalescent hospital, a convalescent unit of a Hospital, an intermediate care facility, or a custodial care facility; (ii) is primarily engaged in providing, in addition to room and board accommodations, continuous nursing service by or under the supervision of a Physician or a licensed registered nurse (R.N.); (iii) maintains a daily record of each patient which is available for review by the Company; and (iv) administers a planned program of observation and treatment by a Physician (other than the proprietor or an employee of such facility) which is in accordance with existing standards of medical practice for the confinement.

Convalescent Care Facility does not mean a facility or any part of a facility used primarily for: rest care, training or education, or the treatment of alcoholism or chemical dependency.

Hospice Facility means an institution which provides a formal program of care for terminally ill patients whose life expectancy is less than 6 months, provided on an inpatient basis and directed by a Physician. It must be licensed, certified or registered in accordance with state law.

Hospital means an institution which: (i) is licensed as a Hospital and operated pursuant to law; (ii) is primarily engaged in providing or operating (either on its premises or in facilities available to the Hospital on a prearranged contractual basis and under the supervision of a staff of one or more duly licensed Physicians) diagnostic and surgery facilities for the medical care and treatment of injured and sick persons on an inpatient basis for which a charge is made; and (iii) provides 24-hour nursing service by or under the supervision of a licensed registered nurse (R.N.).

Hospital shall not include any institution which: is principally a rest home, nursing home, convalescent home, home for the aged, or is principally an institution for the care and treatment of alcohol or chemical dependency.

Physician means a practitioner of the healing arts, who is licensed by the state and is not a member of the Annuitant or Joint Annuitant's family.

<b>PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE</b>
---

- Home Health Care Services Waiver of Withdrawal Charges**

Each Contract Year after the first Contract Year, the Owner may request an additional Free Withdrawal if the Annuitant or at least one of the Joint Annuitants is unable to perform at least two (2) of the five (5) Activities of Daily Living. The additional Free Withdrawal request must be accompanied by a Physician's written verification of the Annuitant or Joint Annuitant's inability to perform the Activities of Daily Living.

The additional Free Withdrawal amount that is available during any Contract Year that the above provisions are satisfied is equal to (1) minus (2) minus (3) where:

- (1) Is 20% of the Accumulated Value as of the Contract Anniversary coinciding with the first day of that Contract Year.
- (2) Is the maximum Free Withdrawal amount available for that Contract Year under the Withdrawals; Free Withdrawals; Minimum Distribution Withdrawals provision of the Contract.
- (3) Is the amount of any additional Free Withdrawal taken during the Contract Year under the Terminal Illness Waiver of Withdrawal Charges or the Confinement Waiver of Withdrawal Charges provisions of the Contract.

Activities of Daily Living shall include and be limited to Bathing, Dressing, Eating, Toileting and Transferring.

- Bathing means washing oneself by sponge bath or in either a tub or shower, and shall include the task of getting into or out of the tub or shower.
- Dressing means putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
- Eating means feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.
- Toileting means getting to and from the toilet, getting on and off the toilet and performing associated personal hygiene.
- Transferring means moving into or out of a bed, chair or wheelchair.

Physician means a practitioner of the healing arts, who is licensed by the state and is not a member of the Annuitant or Joint Annuitant's family.

Upon receipt of the Physician's written verification, the Company may require a second opinion or an examination of the Annuitant or the Joint Annuitant by one of its medical examiners. If the second opinion or examination is obtained, the results of the second opinion or examination shall be the basis for approving or disapproving the additional Free Withdrawal request. The cost of any second opinion or examination will be borne by the Company. The Company may also require proof from time to time to verify the Annuitant or Joint Annuitant's inability to perform Activities of Daily Living.

## SETTLEMENT OPTIONS

- **Election of Option**

The Beneficiary may elect to receive the Death Benefit provided by this Contract under one of the Settlement Options provided in this Contract. However, the Settlement Option elected must satisfy the applicable distribution requirements of Section 72(s) of the Internal Revenue Code.

Any election of a Settlement Option must be made in writing and is irrevocable after the payments commence. The Payee is the person who will receive the payments under the option. The Payee must be a natural person. No Payee shall have the right to assign or transfer any future payments under any option except as provided in the option or by law.

Multiple Settlement Options may be elected except in the case where the payout is being made because of the death of an Owner. If more than one option is elected, the amount applied under each option must be at least \$5,000. Payments under the options elected may start on the same or different dates as agreed by the Company.

Payments made quarterly, semiannually or annually may be elected in lieu of monthly payments. The amount of such payments will be furnished upon request. Payments less than \$100 will only be made annually.

- **Optional Annuity Benefits**

This Contract will provide the following Optional Annuity Benefits:

**Option 1 - Life Annuity**

Monthly payments will be made during the lifetime of the Payee. The monthly payments will cease on the death of the Payee. No payments will be due after the death of the Payee.

**Option 2 - Life Annuity with Guaranteed Period**

Monthly payments will be made for the guaranteed period elected and thereafter for the lifetime of the Payee. The guaranteed periods are 5, 10, 15 or 20 years, or any other period agreed upon in writing by the Company. After the guaranteed period, monthly payments will cease on the death of the Payee, and no payments will be due after the death of the Payee. If the Payee dies during the guaranteed period, no payments will be due after the guaranteed period.

**Option 3 - Installment Refund Life Annuity**

Monthly payments will be made for the Installment Refund Period and thereafter for the lifetime of the Payee. The Installment Refund Period is the period required for the sum of the monthly payments to equal the total amount applied under this option. After the Installment Refund Period, monthly payments will cease on the death of the Payee, and no payments will be due after the death of the Payee. If the Payee dies during the Installment Refund Period, no payments will be due after the Installment Refund Period.



**SETTLEMENT OPTIONS****Option 4 - Joint and Last Survivor Annuity**

Monthly payments will be made for the joint lifetime of two persons and in an equal amount during the remaining lifetime of the survivor. Payments will cease on the death of the last survivor. No payments will be due after the death of the last survivor. Payments may also be made to the survivor in an amount equal to  $\frac{2}{3}$  or  $\frac{1}{2}$  of the payment made during the joint lifetime of the two persons.

**Option 5 - Fixed Period Annuity**

Monthly payments will be made for the fixed period elected. Payments will cease at the end of the fixed period and no further payments will be due. The fixed period that may be elected is any period from 5 to 30 years.

The Annuity Settlement Option factors contained in the following tables are based on the Annuity 2000 Mortality Table and a minimum guaranteed interest rate of 2.00%, assuming that 50% of Annuitants are male and 50% are female. Interest in excess of the guaranteed rate may be paid as determined by the Company.

Annuity Settlement Option factors for Option 4 - Joint and Last Survivor Annuity will be furnished upon request.

<b>SETTLEMENT OPTIONS</b>
---------------------------

<p align="center"><b>Option One, Two, and Three</b>  <b>Monthly Income Rates per \$1,000 of Proceeds</b></p>
--

Period Certain & Life						
Age	Life	5 Years	10 Years	15 Years	20 Years	Install Refund
60	4.23	4.22	4.17	4.08	3.94	3.89
65	4.88	4.85	4.75	4.56	4.30	4.34
70	5.78	5.71	5.48	5.11	4.62	4.93
75	7.04	6.87	6.37	5.63	4.86	5.68
80	8.86	8.43	7.31	6.04	4.98	6.66
85+	N/A	10.36	8.15	6.28	5.03	N/A

<p align="center"><b>Option Five</b>  <b>Monthly Income Rates per \$1,000 of Proceeds</b></p>
---

Number Years	Monthly Payment
5	17.49
10	9.18
15	6.42
20	5.04
25	4.22
30	3.68

(THIS PAGE LEFT BLANK INTENTIONALLY)

(THIS PAGE LEFT BLANK INTENTIONALLY)

- **Flexible Premium Deferred Annuity Contract**

Monthly income commencing on Annuity Date. Option to change type of Annuity Benefit payable. Non-Participating. A Stock Company.



***Administrative Office:***  
555 South Kansas Avenue  
P.O. Box 2039  
Topeka, KS 66601-2039  
(888) 252-5530

***Home Office:***  
611 5th Avenue  
Des Moines, IA 50309  
(800) 800-9882

## Flexible Premium Deferred Annuity Contract

**AVIVA LIFE AND ANNUITY COMPANY** (hereinafter "the Company") will make the payments and provide the benefits described in this Contract in consideration for the payment by the Owner of the Premium when due.

Upon the death of the Annuitant before the Annuity Date, the Company will pay the Beneficiary the Death Benefit as provided in this Contract. Payment will be made on receipt of due proof of the Annuitant's death and surrender of this Contract.

This is a legal contract between the Owner and **AVIVA LIFE AND ANNUITY COMPANY**.

**PLEASE READ THIS CONTRACT CAREFULLY.** It includes the provisions both on the pages within and on any riders or endorsements which are attached. If the Owner is not satisfied with the Contract, the Owner may return it to the Company or to the agent from whom the Contract was purchased within 20 days following its receipt and the Premium paid will be refunded and the Contract will be cancelled.

- Flexible Premium Deferred Annuity Contract.
- Monthly income commencing on Annuity Date.
- Option to change type of Annuity Benefit payable.
- Non-Participating.
- A Stock Company.



Thomas C. Godlasky  
President and CEO



Michael H. Miller  
Secretary



**Administrative Office:**  
555 South Kansas Avenue  
P.O. Box 2039  
Topeka, KS 66601-2039  
(888) 252-5530

**Home Office:**  
611 5th Avenue  
Des Moines, IA 50309  
(800) 800-9882

## INDEX OF CONTRACT PROVISIONS

<b>GENERAL CONTRACT PROVISIONS</b>	
The Contract	5
Contract Date, Contract Year and Contract Anniversary	5
Authority to Change	5
Incontestability	5
Age and Sex	5
Annuitant; Joint Annuitants	5-6
Owner	6
Assignment	6
Beneficiary	6-7
Designated Beneficiary	7
Annuity Date	8
Proceeds	8
Premium Taxes	8
Terms of Annuity Payment	8-9
• If there is one living Annuitant on the Annuity Date	8
• If there are two living Annuitants on the Annuity Date	8-9
Death Benefit	9
Death of Non-Owner Annuitant	9
Distribution on Death of Owner	9-10
• Where Owner is not the Annuitant	9-10
• Where Owner is the Annuitant	10
Conformity with Applicable Laws	11
<b>PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE</b>	
Initial Premium	12
Renewal Premiums	12
Premium Bonus	12
Premium Bonus Percentage	12
Business Day	12
Allocation Percentages	13
Transfers	13
Strategies	13

**INDEX OF CONTRACT PROVISIONS • Continued**

<b>PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE</b>	
Interest Credits	14
Accumulated Value	14
Strategy Value	14
Cash Surrender Value	15
Withdrawal Charge	15
Minimum Guaranteed Contract Value	15
Withdrawals; Free Withdrawals; Minimum Distribution Withdrawals	15-17
Statements	18
Terminal Illness Waiver of Withdrawal Charges	18
Confinement Waiver of Withdrawal Charges	18-19
Home Health Care Services Waiver of Withdrawal Charges	20
<b>SETTLEMENT OPTIONS</b>	
Election of Option	21
Optional Annuity Benefits	21-22
• Option 1 - Life Annuity	21
• Option 2 - Life Annuity with Guaranteed Period	21
• Option 3 - Installment Refund Life Annuity	21
• Option 4 - Joint and Last Survivor Annuity	22
• Option 5 - Fixed Period Annuity	22
Annuity Tables	23



(THIS PAGE LEFT BLANK INTENTIONALLY)

**CONTRACT DATA PAGE**

<b>Contract Data</b>	
Contract Number:	[Specimen]
Annuitant:	[John Doe]
Annuitant's Age:	[70]
Annuitant's Sex:	[Male]
Contract Date:	[01/01/2008]
Annuity Date:	[01/01/2034]
Initial Premium:	[\$25,000.00]
Minimum Guaranteed Interest Rate:	[2.00%]
Premium Bonus Percentage:	[10.00%]
Maximum Renewal Premiums:	\$100,000.00 Per 12 Month Period

(THIS PAGE LEFT BLANK INTENTIONALLY)

**CONTRACT DATA PAGE • Continued****Withdrawal Charge Rate Schedule**

Contract Year	Rate
1	[12.00%]
2	[12.00%]
3	[12.00%]
4	[11.00%]
5	[10.00%]
6	[9.00%]
7	[8.00%]
8	[7.00%]
9	[6.00%]
10	[4.00%]

**There are no Withdrawal Charges after the 10th Contract Year.**

**Premium Bonus Recapture Charge Rate Schedule**

Contract Year	Rate
1	[10.00%]
2	[10.00%]
3	[10.00%]
4	[10.00%]
5	[8.00%]
6	[7.00%]
7	[6.00%]
8	[5.00%]
9	[4.00%]
10	[2.00%]

**There are no Premium Bonus Recapture Charges after the 10<sup>th</sup> Contract Year.**

(THIS PAGE LEFT BLANK INTENTIONALLY)

**CONTRACT DATA PAGE • Continued****Strategy Allocation Percentages and Data Elements on the Contract Date**

<b>1-Year Strategy(ies)</b>	<b>Allocation Percentages</b>	<b>Initial Interest Rate</b>	<b>Interest Rate Bonus*</b>		
1-Year Guaranteed Fixed Strategy:	[100%]	[3.00%]	[1.00%]		
<b>Multi-Year Strategy(ies)</b>	<b>Allocation Percentages</b>	<b>Initial Interest Rate</b>	<b>Interest Rate Bonus*</b>	<b>Term Period</b>	<b>Number of Term Periods</b>
[2]-Year Guaranteed Fixed Strategy	[0%]	[3.50%]	[1.00%]	[2]	[1]

\*Any Interest Rate Bonus is included in, and not in addition to, the Initial Interest Rate shown for each Strategy.

ALL INTEREST RATES ARE EFFECTIVE ANNUAL RATES.

**FOR INFORMATION, OR TO MAKE A COMPLAINT REGARDING THIS CONTRACT,  
CALL: [1-888-252-5530]**

(THIS PAGE LEFT BLANK INTENTIONALLY)

<b>TABLE OF GUARANTEED MINIMUM VALUES</b>
---

**Contract Number:** [Specimen]**Initial Premium:** [\$25,000.00]

End of Contract Year	Minimum Cash Surrender Value
1	[\$22,698.50]
2	[23,781.67]
3	[24,257.31]
4	[24,984.10]
5	[26,223.22]
6	[27,250.50]
7	[28,308.39]
8	[29,397.69]
9	[30,519.24]
10	[32,218.16]
11	[34,527.98]
12	[35,218.53]
13	[35,922.90]
14	[36,641.35]
15	[37,374.17]
16	[38,121.65]
17	[38,884.08]
18	[39,661.76]
19	[40,454.99]
20	[41,264.08]
Age 96	[46,470.03]

The values at left were calculated as defined in the Cash Surrender Value section of this Contract, assuming no Renewal Premiums, Withdrawals or Premium Taxes. The values were calculated based on the Initial Interest Rates, Minimum Guaranteed Interest Rate and Strategy Allocation Percentages shown on the Contract Data Page. The Minimum Guaranteed Contract Value is shown for any Contract Year in which the calculated values are less than the Minimum Guaranteed Contract Value.

The paid-up annuity, Cash Surrender Value or Death Benefits available under this Contract, other than on the Contract Anniversary, shall be calculated with allowance for the lapse of time since the Contract Anniversary and are not less than the minimum benefits required by statute in the state in which this Contract is delivered.



(THIS PAGE LEFT BLANK INTENTIONALLY)

## GENERAL PROVISIONS

- **The Contract**

This Contract, including endorsements, riders or signed amendments, the Contract Data Page and the attached application, constitute the entire Contract. All statements made in the application are representations and not warranties. No statement will be used to deny a claim unless made in the application, a copy of which is attached to this Contract. This Contract and the Company's obligation under this Contract shall terminate upon the payment of all benefits required by this Contract.

- **Contract Date, Contract Year and Contract Anniversary**

Coverage provided by this Contract is effective as of the Contract Date shown on the Contract Data Page. Contract Years and Contract Anniversaries are determined from the Contract Date. Hypothetical example: If the Contract Date is January 26, 2008, the first Contract Year ends on January 26, 2009, and the first Contract Anniversary occurs on January 26, 2009.

- **Authority to Change**

No one except the President or Secretary of the Company may change or waive any of the terms of this Contract. Any change must be in writing and signed by the President or the Secretary of the Company.

- **Incontestability**

All statements made in the application are considered representations and not warranties. The validity of the Contract will not be contestable.

- **Age and Sex**

If the age or sex of the Annuitant has been misstated, the amount payable by the Company will be that which the Premium paid would have purchased if the true age and sex had been stated on the application for this Contract. Age will be calculated as of the Contract Date and will be equal to the age at the last birthday of the Annuitant. Any underpayments already made by the Company will be immediately paid in one sum with interest compounded at the rate of 3.00% per year. Any overpayments made by the Company will be charged against the next succeeding annuity payment or payments with interest compounded at the rate of 3.00% per year.

- **Annuitant; Joint Annuitants**

The Annuitant is the person named on the Contract Data Page whose life determines the annuity payments made under this Contract and is the person who will receive such payments on the Annuity Date. We will allow the Owner to name in the application two people to jointly serve as the Annuitant. If Joint Annuitants are named, this Contract will be issued only if the Joint Annuitants are spouses. After the Contract Date, neither the Annuitant nor the Joint Annuitants may be changed.

## GENERAL PROVISIONS

Unless otherwise stated, Annuitant shall mean the Annuitants jointly if Joint Annuitants have been named. If Joint Annuitants are named and one Joint Annuitant dies, the Contract shall continue with the surviving Joint Annuitant serving as the sole surviving Annuitant. For purposes of administering the provisions of this Contract, when Joint Annuitants are named, the Annuitant shall be considered living as long as at least one Joint Annuitant is alive. In other words, for purposes of administering the provisions of this Contract, if Joint Annuitants are named, it is only on the death of the last surviving Annuitant that the Annuitant is considered to have died.

- **Owner**

Owner means the Contract Owner named in the application or the Contract Owner's successor or assignee if ownership has been assigned. If no Owner is named on the application, the Annuitant will be the Owner. During the Annuitant's lifetime all rights described in this Contract may be exercised by the Owner subject to the rights of:

- (a) Any assignee of record with the Company; and
- (b) Any irrevocably named Beneficiary.

If an Owner who is a natural person dies during the Annuitant's lifetime, the contingent owner named in the application, if any, will become the Owner. If there is no contingent owner named, ownership will pass to the estate of the Owner. Subject to the Distribution on Death of Owner section in this Contract, in the case of joint ownership, on the death of a joint owner, ownership will pass to the surviving Owner(s). On the death of the last surviving Owner, if no contingent owner has been named, ownership will pass to the estate of the last surviving Owner.

All rights of the Owner under this Contract terminate on the death of the Annuitant.

For purposes of the Distribution on Death of Owner section, if the Owner of the Contract is not a natural person, the death of any Annuitant shall be treated as the death of an Owner of the Contract.

- **Assignment**

This Contract may be assigned by written request filed with the Company unless restricted by endorsement to this Contract. The assignment will take effect on the date the written request was signed. However, the assignment is subject to any action taken by the Company prior to receipt of the written request. The Company has no liability under any assignment for its actions or omissions done in good faith.

- **Beneficiary**

The Beneficiary is the person or persons who will receive the Death Benefit provided by this Contract. While the Annuitant is alive, the Owner may change a Beneficiary by a signed written request filed with the Company and may name one or more contingent Beneficiaries. No change will take effect unless the Company receives such signed written request. A change will take effect as of the date the written request was signed. Any change is subject to payment or other action taken by the Company before the change was received.

## GENERAL PROVISIONS

The following rules shall apply unless otherwise permitted by the Company in accordance with applicable law:

1. All rights of a Beneficiary, including an irrevocable Beneficiary, will end if such Beneficiary dies before the Annuitant.
2. If no Beneficiary has been named when the Annuitant dies, the Company will pay the Death Benefit to the Annuitant's estate. In the case of Joint Annuitants, the Company will pay the Death Benefit to the estate of the last surviving Joint Annuitant. If the death of both Joint Annuitants occurs simultaneously, the estates of both Joint Annuitants will share the Death Benefit equally.
3. If no Beneficiary is alive when the Annuitant dies, the Company will pay the Death Benefit to the Annuitant's estate. In the case of Joint Annuitants, the Company will pay the Death Benefit to the estate of the last surviving Joint Annuitant. If the death of both Joint Annuitants occurs simultaneously, the estates of both Joint Annuitants will share the Death Benefit equally.
4. If only one Beneficiary survives the Annuitant, the Company will pay the entire Death Benefit to such Beneficiary.
5. If the Owner has not designated how the Death Benefit is to be distributed and two or more Beneficiaries survive the Annuitant, the surviving Beneficiaries will share the Death Benefit equally.
6. If the Owner has designated how the Death Benefit is to be distributed and a Beneficiary predeceases the Annuitant, the portion of the Death Benefit designated to the deceased Beneficiary shall be divided among the surviving Beneficiaries on a pro rata basis. In other words, each surviving Beneficiary's interest in the Death Benefit will be divided by the sum of the interests of all surviving Beneficiaries to determine the percentage each surviving Beneficiary will receive of the deceased Beneficiary's original interest in the Death Benefit.

A Beneficiary that is not a natural person will be considered living for purposes of administering these rules. The interest of any named irrevocable Beneficiary cannot be changed without the written consent of such Beneficiary. No Beneficiary has any rights in the Contract until the Annuitant dies.

If the Annuitant dies on or after the Annuity Date and before all of the required annuity payments have been made, all remaining annuity payments will be subject to the above requirements regarding payment of the Death Benefit. Thus, for purposes of determining the amount of and to whom all remaining annuity payments shall be made, the Company will treat all remaining annuity payments as if they were a Death Benefit.

- **Designated Beneficiary**

Designated Beneficiary as used in the Distribution on Death of Owner section shall mean: (i) the contingent owner named in the application, or as subsequently changed, if any; (ii) the joint owner or Owners in the case of joint ownership; or (iii) the estate of the Owner if no contingent owner is named, and there is no joint owner or Owners.

## GENERAL PROVISIONS

- **Annuity Date**

On the Contract Date of this Contract, the Annuity Date will be set by the Company at the later of the Contract Anniversary following the Annuitant's age 90 or the 26th Contract Anniversary. If Joint Annuitants are named in the application, the Annuity Date will be set based on the age of the oldest Joint Annuitant.

- **Proceeds**

Proceeds shall mean the amount payable from the Contract when the Contract is surrendered, when the Death Benefit becomes payable or on the Annuity Date.

- **Premium Taxes**

The Company may be charged a state imposed Premium Tax on the Premiums you pay for this Contract. If a Premium Tax is imposed, the Company may deduct the amount of such tax from your Premiums when your Premiums are received, or from the Accumulated Value of the Contract upon:

1. Any Withdrawal from the Contract;
2. The full surrender of the Contract;
3. The election of a Settlement Option; or
4. The payment of a Death Benefit.

- **Terms of Annuity Payment**

- **If there is one living Annuitant on the Annuity Date**

On the Annuity Date, the Cash Surrender Value of this Contract will be applied to provide a 10 Year Certain and Life Annuity to the Annuitant, unless an Optional Annuity Benefit has been selected prior to the Annuity Date. The Optional Annuity Benefits are described in the Settlement Options section of this Contract. Once the annuity payments have started, the method and term of the payments cannot be changed.

The first annuity payment will be made on the Annuity Date. The Company may require proof of the true age and sex of the Annuitant before making the first annuity payment. In order to receive payments, the Annuitant must be living on the Annuity Date and on the date that each subsequent payment is due as required by the terms of the Annuity Settlement Option. The Company may require proof from time to time that this condition has been met.

- **If there are two living Annuitants on the Annuity Date**

On the Annuity Date, the Cash Surrender Value of this Contract will be applied to provide to the Annuitant listed first in the application a Joint and Last Survivor Annuity for the joint lifetime of the two Joint Annuitants and in an equal amount to the surviving Joint Annuitant during the remaining lifetime of the surviving Joint Annuitant, unless an Optional Annuity Benefit has been selected prior to the Annuity Date. The Optional Annuity Benefits are described in the Settlement Options section of this Contract. Once the annuity payments have started, the method and term of the payments cannot be changed.

## GENERAL PROVISIONS

The first annuity payment will be made on the Annuity Date. The Company may require proof of the true age and sex of the Joint Annuitants before making the first annuity payment. In order to receive payments, the Joint Annuitants must be living on the Annuity Date and on the date that each subsequent payment is due as required by the terms of the Annuity Settlement Option. The Company may require proof from time to time that this condition has been met.

- **Death Benefit**

The Death Benefit provided by this Contract will be paid upon receipt by the Company at its Administrative Office of due proof of the Annuitant's death and surrender of the Contract. The following in a form and manner satisfactory to the Company shall be considered due proof of the Annuitant's death:

1. Proof of death of the Annuitant while this Contract was in force. If Joint Annuitants are named, proof of death of the Annuitant shall mean proof of death of the second to die of the Joint Annuitants;
2. The Company's claim form from each Beneficiary, properly completed; and
3. Any other documents required by law.

The Death Benefit will be equal to the Contract's Cash Surrender Value or the Accumulated Value, whichever is greater, paid in a lump sum and will be calculated as of the date the Company receives at its Administrative Office the due proof of the Annuitant's death as required above. In lieu of receiving the Death Benefit in a lump sum, the Beneficiary may elect to have the Death Benefit applied under any of the Optional Annuity Benefits provided for in the Contract. The Death Benefit must be paid in a manner that complies with the applicable requirements of Section 72(s) of the Internal Revenue Code.

The Death Benefit will earn interest from the date the Company receives at its Administrative Office the due proof of the Annuitant's death required above to the date of payment or other settlement at the same rate the Company would have credited interest on the 1-Year Guaranteed Fixed Strategy if the Annuitant had not died. If a higher rate of interest is required by law, the Company will pay the higher rate.

- **Death of Non-Owner Annuitant**

The Company will pay the Beneficiary the Death Benefit provided in this Contract if the Annuitant who is not an Owner dies before the Annuity Date while this Contract is in force.

- **Distribution on Death of Owner**

- **Where Owner is not the Annuitant**

If any Owner dies before the Annuity Date while the Annuitant is alive, the Contract will continue, but the Cash Surrender Value of this Contract will be distributed to the Designated Beneficiary within 5 years after the death of such Owner. However, the above distribution requirement will not apply if:

## GENERAL PROVISIONS

1. The Owner's entire interest in the Contract is payable to the Designated Beneficiary who is an individual;
2. Such entire interest will be distributed over the life of the Designated Beneficiary or over a period not extending beyond the life expectancy of the Designated Beneficiary; and
3. The distribution begins not later than one year after the Owner's death or such later date as prescribed by the Internal Revenue Service.

If the Designated Beneficiary is the surviving spouse of the Owner on the Owner's death, the surviving spouse will be treated in accordance with Section 72(s)(3) of the Internal Revenue Code as the Owner for purposes of this provision. This results in delaying the distribution requirements under this provision until the death of the surviving spouse. The provision relative to the surviving spouse can only apply once. The provision cannot apply a second time if the surviving spouse continues the Contract, remarries and then dies.

If any Owner or any Annuitant dies on or after the Annuity Date, any remaining interest in the Contract will be distributed at least as rapidly as under the method of distribution being used as of the Owner's date of death.

- **Where Owner is the Annuitant**

If any Owner who is also the Annuitant dies before the Annuity Date, the Contract will continue, but the applicable Death Benefit as provided for under the Death Benefit section of this Contract will be distributed to the Beneficiary within 5 years after the death of such Owner. However, the above distribution requirement will not apply if:

1. The Death Benefit is payable to the Beneficiary who is an individual;
2. The Death Benefit will be distributed over the life of the Beneficiary or over a period not extending beyond the life expectancy of the Beneficiary; and
3. The distribution begins not later than one year after the Owner's death or such later date as prescribed by the Internal Revenue Service.

If the Beneficiary is the surviving spouse of the Owner on the Owner's death, the surviving spouse will be treated in accordance with Section 72(s)(3) of the Internal Revenue Code as the Owner for purposes of this provision. This results in delaying the distribution requirements under this provision until the death of the surviving spouse. The provision relative to the surviving spouse can only apply once. The provision cannot apply a second time if the surviving spouse continues the Contract, remarries and then dies.

If any Owner or any Annuitant dies on or after the Annuity Date, any remaining interest in the Contract will be distributed at least as rapidly as under the method of distribution being used as of the Owner's date of death.

**GENERAL PROVISIONS**

- **Conformity with Applicable Laws**

The paid-up annuity, Cash Surrender Value or Death Benefits available under this Contract are not less than the minimum benefits required by statute in the state in which this Contract is delivered. If any provision of this Contract is determined not to provide the minimum benefits required by the statutes or regulations of the state in which the Contract is delivered, such provision will be deemed to be amended to conform or comply with such laws or regulations. In addition, notwithstanding any provision in the Contract to the contrary, all distributions under the Contract must be made in accordance with the applicable requirements of Section 72(s) of the Internal Revenue Code, and all terms of the Contract shall be interpreted consistently with the requirements of this section.



**PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE**

- **Initial Premium**

The Initial Premium for this Contract may be paid at the Company's Administrative Office, or delivered to an agent of the Company. The Initial Premium is shown on the Contract Data Page and is due on the Contract Date. The Company may limit the amount of Initial Premium that it will accept for this Contract. The Initial Premium will be credited to the Strategies on the Contract Date based on the Allocation Percentages selected by the Owner.

- **Renewal Premiums**

Any Premiums received by the Company subsequent to the Initial Premium will be considered Renewal Premiums and must be received by the Company prior to the Annuity Date. The Company may limit the amount of Renewal Premiums that it will accept to the amount shown on the Contract Data Page. The Renewal Premiums for this Contract may be paid at the Company's Administrative Office, or delivered to an agent of the Company. The minimum Renewal Premium that will be accepted by the Company is \$1,000. Renewal Premiums are not required to maintain this Contract.

Renewal Premiums will be credited to the 1-Year Guaranteed Fixed Strategy on the date the Renewal Premiums are received by the Company.

- **Premium Bonus**

The Company will calculate a Premium Bonus on the Contract Date and on any other date during the first and second Contract Years that Renewal Premiums are received by the Company.

The Premium Bonus that is calculated on the Contract Date is equal to the Initial Premium multiplied by the Premium Bonus Percentage. The Premium Bonus attributable to the Initial Premium will be credited to the Strategies on the Contract Date based on the Allocation Percentages selected by the Owner.

The Premium Bonus that is calculated upon receipt of any Renewal Premiums during the first and second Contract Years will be equal to the Renewal Premiums multiplied by the Premium Bonus Percentage. The Premium Bonus attributable to any Renewal Premiums will be credited to the 1-Year Guaranteed Fixed Strategy on the date the Renewal Premiums are received by the Company.

- **Premium Bonus Percentage**

The Premium Bonus Percentage is used in the calculation of the Premium Bonus for the Initial Premium and for any Renewal Premiums received by the Company during the first and second Contract Years only. The Premium Bonus Percentage is shown on Page 3 of the Contract Data Page and is guaranteed for the first and second Contract Years.

- **Business Day**

Business Day shall mean any day of the week except for Saturday, Sunday and U.S. Federal holidays.

**PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE**

- **Allocation Percentages**

On the Contract Date, the Initial Premium and the Premium Bonus attributable to the Initial Premium will be credited to the Strategies based on the Allocation Percentages selected by the Owner. The Allocation Percentages selected for each Strategy must be a whole percentage ranging from 0% to 100%. The sum of the Allocation Percentages for the Strategies must at all times equal 100%. The Allocation Percentages in effect on the Contract Date are shown on the Contract Data Page.

- **Transfers**

The Owner may elect, on the Contract Anniversary, to transfer some or all of the value of a Strategy to one or more of the Contract's other Strategies as provided below. To elect such a transfer, the Owner must submit a written request that is received by the Company at its Administrative Office at least four (4) Business Days prior to the Contract Anniversary. The written request must specify the Strategies to which each transfer is to be made. The Owner must also specify the amount that is to be transferred, either as a total dollar amount or as a whole percentage of the Strategy Value.

The Owner may elect to transfer some or all of the value of a Multi-Year Guaranteed Fixed Strategy to the 1-Year Guaranteed Fixed Strategy at the end of any Term Period for such Multi-Year Guaranteed Fixed Strategy. At the end of the last applicable Term Period for each Multi-Year Guaranteed Fixed Strategy, the Multi-Year Guaranteed Fixed Strategy will terminate and the Company will automatically transfer the Strategy Value of that Strategy to the 1-Year Guaranteed Fixed Strategy.

Transfers from any Strategy to a Multi-Year Guaranteed Fixed Strategy will only be permitted if:

1. The Strategy from which the funds are being transferred is at the end of its Term Period and the Strategy to which the funds are being transferred is beginning a new Term Period; or
2. The funds are being transferred from the 1-Year Guaranteed Fixed Strategy and the Strategy to which the funds are being transferred is beginning a new Term Period.

For any transfer request received by the Company where the amount to be transferred represents a percentage of a known or unknown value, the Company will use its best efforts to determine the amount that must be transferred from each Strategy in order to satisfy the intent of the Owner's original request.

- **Strategies**

The Strategies available with this Contract shall be established by the Company and may change from time to time. The Interest Credits section of this Contract shall determine the amount of Interest Credits that are credited to each Strategy. The Strategies on the Contract Date are shown on the Contract Data Page.

**PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE**

- **Interest Credits**

The Company will declare Initial and Renewal Interest Rates that will determine the Interest Credits credited to the Strategy Value of each Strategy. The Initial Interest Rate for each Strategy is equal to the interest rate declared and currently in effect on the Contract Date and may include an Interest Rate Bonus. Any Interest Rate Bonus is included in, and not in addition to, the Initial Interest Rate shown on the Contract Data Page for each Strategy. The Renewal Interest Rate for each Strategy is guaranteed to never be less than the Minimum Guaranteed Interest Rate shown on the Contract Data Page. The Initial and Renewal Interest Rates for each Strategy are effective annual interest rates and are credited daily to the Strategy Value of each Strategy.

The Initial Interest Rate for the 1-Year Guaranteed Fixed Strategy will be guaranteed for the first Contract Year only. At the end of the first Contract Year and any subsequent Contract Year, the Company will declare a Renewal Interest Rate which will be guaranteed for the next Contract Year only.

The Initial Interest Rate for any Multi-Year Guaranteed Fixed Strategy will be guaranteed for the Term Period associated with that Strategy. At the end of the first Term Period and any subsequent Term Period, the Company will declare a Renewal Interest Rate which will be guaranteed for the next Term Period only. At the end of the last applicable Term Period for each Multi-Year Guaranteed Fixed Strategy, the Multi-Year Guaranteed Fixed Strategy will terminate and the Company will automatically transfer the Strategy Value of that Strategy to the 1-Year Guaranteed Fixed Strategy.

- **Accumulated Value**

The Accumulated Value of this Contract at any time shall be equal to the sum of the Contract's Strategy Values.

- **Strategy Value**

The Strategy Value of each Strategy will be equal to:

1. Any Premiums allocated to that Strategy; plus
2. Any Premium Bonus(es) credited to that Strategy; plus
3. Any amount(s) transferred from the Contract's other Strategies to that Strategy; plus
4. The amount of Interest Credits that are credited to that Strategy; minus
5. Any amount transferred from that Strategy to any of the Contract's other Strategies; minus
6. Withdrawals of any type deducted from that Strategy.

<b>PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE</b>
---

- **Cash Surrender Value**

At or before the Annuity Date and prior to the death of the Annuitant, the Owner may surrender this Contract for the Cash Surrender Value.

The Cash Surrender Value is the greater of (1) or (2) where:

- (1) Is the Accumulated Value, adjusted for any applicable Withdrawal Charge.
- (2) Is the Minimum Guaranteed Contract Value.

The Company may defer payment upon surrender of this Contract for up to six months if the insurance regulatory authority of the state in which this Contract was issued approves such deferral.

- **Withdrawal Charge**

The Withdrawal Charge in any Contract Year will be equal to  $[(A - B) \times (C + D)]$  where:

- (A) Is the Accumulated Value.
- (B) Is any Free Withdrawal amount available and remaining in the Contract Year.
- (C) Is any applicable Withdrawal Charge Rate shown on the Contract Data Page.
- (D) Is any applicable Premium Bonus Recapture Charge Rate shown on the Contract Data Page.

- **Minimum Guaranteed Contract Value**

The Minimum Guaranteed Contract Value of this Contract at any time shall be equal to:

- (1) 87.5% of the Initial and Renewal Premiums credited to the Contract accumulated at an interest rate of [3.00%] per year; minus
- (2) Withdrawals of any type from the Contract accumulated at an interest rate of [3.00%] per year.

The Minimum Guaranteed Contract Value associated with any Withdrawal from the Contract will be equal to the amount of the Withdrawal, adjusted for any applicable Withdrawal Charge.

- **Withdrawals; Free Withdrawals; Minimum Distribution Withdrawals**

At or before the Annuity Date and prior to the death of the Annuitant, the Owner may withdraw an amount up to the Cash Surrender Value. Unless specified otherwise by the Owner, Withdrawals will be made pro rata from all Strategies based on the Strategy Values as of the Withdrawal date.

A Free Withdrawal amount is provided each Contract Year. There will be no Withdrawal Charges applied to the Free Withdrawal amount. The Free Withdrawal amount available each Contract Year will be calculated at the time of the first Withdrawal that Contract Year. The Free Withdrawal amount will be equal to 10.00% of the Accumulated Value as of the Contract Anniversary coinciding with the first day of that Contract Year.

**PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE**

The Free Withdrawal amount provided each Contract Year is per Contract Year. Therefore, if any Withdrawals are taken during a Contract Year, any unused portion of the Free Withdrawal amount for that Contract Year cannot be carried over to the following Contract Year. However, if no Withdrawals are taken during a particular Contract Year, the Free Withdrawal amount available in the following Contract Year shall be increased to an amount equal to 20.00% of the Accumulated Value as of the Contract Anniversary coinciding with the first day of that Contract Year, which is the maximum cumulative Free Withdrawal amount that shall be available in any Contract Year.

To make a Withdrawal from the Contract that is not made pro rata from all Strategies, the Owner must submit a written request to the Company. The written request must be signed and dated and must state the Strategies from which the Withdrawal is to be taken. The Owner must specify the amount that is to be withdrawn, either as a total dollar amount or as a whole percentage of the Strategy Value. The amount specified by the Owner will be before the calculation of any applicable charges and/or adjustments. The minimum amount that may be withdrawn at any time is \$100. A Withdrawal Charge may apply to any amount withdrawn in excess of the Free Withdrawal amount. Withdrawal Charges will be calculated as defined in the Withdrawal Charge section of this Contract.

If the attained age of the Owner is 70 or older at the time of the first Withdrawal in any Contract Year, the Free Withdrawal amount for that Contract Year will equal the greater of (a) or (b) where:

- (a) Is the Contract's Free Withdrawal amount; and
- (b) Is the Owner's Required Minimum Distribution attributable to this Contract up to the Maximum Required Minimum Distribution provided by this Contract.

Owner's Required Minimum Distribution shall mean the minimum amount, if any, as calculated for this Contract under Internal Revenue Code Section 401, 403, 408, 408A, 457 and current IRS rules regarding minimum distributions, that must be distributed to the Owner of this Contract.

The Maximum Required Minimum Distribution available in any Contract Year shall equal (a) divided by (b) where:

- (a) Is the greater of the Contract's Cash Surrender Value or the Accumulated Value at the time of the first Withdrawal that Contract Year; and
- (b) Is the Withdrawal Factor for the Owner's attained age at the time of the first Withdrawal that Contract Year.

<b>PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE</b>
---

### Minimum Distribution Withdrawal Factors

Attained Age of Owner	Withdrawal Factor	Attained Age of Owner	Withdrawal Factor
70	27.4	93	9.6
71	26.5	94	9.1
72	25.6	95	8.6
73	24.7	96	8.1
74	23.8	97	7.6
75	22.9	98	7.1
76	22.0	99	6.7
77	21.2	100	6.3
78	20.3	101	5.9
79	19.5	102	5.5
80	18.7	103	5.2
81	17.9	104	4.9
82	17.1	105	4.5
83	16.3	106	4.2
84	15.5	107	3.9
85	14.8	108	3.7
86	14.1	109	3.4
87	13.4	110	3.1
88	12.7	111	2.9
89	12.0	112	2.6
90	11.4	113	2.4
91	10.8	114	2.1
92	10.2	115 and over	1.9

The Company may defer payment of Withdrawals from this Contract for up to six months if the insurance regulatory authority of the state in which this Contract was issued approves such deferral.

**PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE**

- **Statements**

The Company will furnish to the Owner annually, and at any time upon request, a Statement reflecting the total amount of Accumulated Value and Cash Surrender Value.

- **Terminal Illness Waiver of Withdrawal Charges**

The Owner may request an additional Free Withdrawal amount in any Contract Year that the Annuitant or one of the Joint Annuitants is diagnosed with a Terminal Illness and both of the following conditions are met:

- (a) The Annuitant or the Joint Annuitant's Terminal Illness is initially diagnosed at least one year after the Contract Date; and
- (b) The additional Free Withdrawal request is accompanied by Proof of Terminal Illness.

The Free Withdrawal amount that is available during any Contract Year that the above conditions are satisfied is equal to the greater of the Contract's Cash Surrender Value or the Accumulated Value as of the Contract Anniversary coinciding with the first day of that Contract Year.

Physician means a practitioner of the healing arts, who is licensed by the state and is not a member of the Annuitant or Joint Annuitant's family.

Proof of Terminal Illness means a certification of Terminal Illness prepared by a Physician who has examined the Annuitant or the Joint Annuitant and is qualified to provide the certification.

Upon receipt of the certification of Terminal Illness, the Company may require a second opinion or an examination of the Annuitant or the Joint Annuitant by one of its medical examiners. If the second opinion or examination is obtained, the results of the second opinion or examination shall be the basis for approving or disapproving the additional Free Withdrawal request. The cost of any second opinion or examination will be borne by the Company.

Terminal Illness means an illness that is expected to cause death within twelve (12) months.

- **Confinement Waiver of Withdrawal Charges**

The Owner may request an additional Free Withdrawal amount in any Contract Year that the Annuitant or one of the Joint Annuitants is confined to a Hospital, Hospice Facility or Convalescent Care Facility and all of the following conditions are met:

- (a) The Annuitant or Joint Annuitant is confined to a Hospital, Hospice Facility or Convalescent Care Facility for at least 60 consecutive days;
- (b) The Annuitant or Joint Annuitant's confinement in the Hospital, Hospice Facility or Convalescent Care Facility begins at least one year after the Contract Date;

<b>PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE</b>
---

- (c) The additional Free Withdrawal request is received by the Company no later than ninety (90) days following the date that the qualifying confinement has ceased;
- (d) Confinement in a Hospital, Hospice Facility or Convalescent Care Facility is recommended by a Physician who is duly licensed by the state to treat the injury or sickness causing the confinement and who is not an employee of the Hospital, Convalescent Care Facility or Hospice Facility where the Annuitant or Joint Annuitant is confined; and
- (e) The additional Free Withdrawal request is accompanied by written proof of confinement and the Physician's recommendation.

The Free Withdrawal amount that is available during any Contract Year that all of the above conditions are satisfied is equal to the greater of the Contract's Cash Surrender Value or the Accumulated Value as of the Contract Anniversary coinciding with the first day of that Contract Year.

Convalescent Care Facility means an institution which: (i) is licensed by the state as a convalescent nursing facility, a qualified nursing facility, a convalescent hospital, a convalescent unit of a Hospital, an intermediate care facility, or a custodial care facility; (ii) is primarily engaged in providing, in addition to room and board accommodations, continuous nursing service by or under the supervision of a Physician or a licensed registered nurse (R.N.); (iii) maintains a daily record of each patient which is available for review by the Company; and (iv) administers a planned program of observation and treatment by a Physician (other than the proprietor or an employee of such facility) which is in accordance with existing standards of medical practice for the confinement.

Convalescent Care Facility does not mean a facility or any part of a facility used primarily for: rest care, training or education, or the treatment of alcoholism or chemical dependency.

Hospice Facility means an institution which provides a formal program of care for terminally ill patients whose life expectancy is less than 6 months, provided on an inpatient basis and directed by a Physician. It must be licensed, certified or registered in accordance with state law.

Hospital means an institution which: (i) is licensed as a Hospital and operated pursuant to law; (ii) is primarily engaged in providing or operating (either on its premises or in facilities available to the Hospital on a prearranged contractual basis and under the supervision of a staff of one or more duly licensed Physicians) diagnostic and surgery facilities for the medical care and treatment of injured and sick persons on an inpatient basis for which a charge is made; and (iii) provides 24-hour nursing service by or under the supervision of a licensed registered nurse (R.N.).

Hospital shall not include any institution which: is principally a rest home, nursing home, convalescent home, home for the aged, or is principally an institution for the care and treatment of alcohol or chemical dependency.

Physician means a practitioner of the healing arts, who is licensed by the state and is not a member of the Annuitant or Joint Annuitant's family.



**PREMIUMS, ACCUMULATED AND CASH SURRENDER VALUE****• Home Health Care Services Waiver of Withdrawal Charges**

Each Contract Year after the first Contract Year, the Owner may request an additional Free Withdrawal if the Annuitant or at least one of the Joint Annuitants is unable to perform at least two (2) of the five (5) Activities of Daily Living. The additional Free Withdrawal request must be accompanied by a Physician's written verification of the Annuitant or Joint Annuitant's inability to perform the Activities of Daily Living.

The additional Free Withdrawal amount that is available during any Contract Year that the above provisions are satisfied is equal to (1) minus (2) minus (3) where:

- (1) Is 20% of the Accumulated Value as of the Contract Anniversary coinciding with the first day of that Contract Year.
- (2) Is the maximum Free Withdrawal amount available for that Contract Year under the Withdrawals; Free Withdrawals; Minimum Distribution Withdrawals provision of the Contract.
- (3) Is the amount of any additional Free Withdrawal taken during the Contract Year under the Terminal Illness Waiver of Withdrawal Charges or the Confinement Waiver of Withdrawal Charges provisions of the Contract.

Activities of Daily Living shall include and be limited to Bathing, Dressing, Eating, Toileting and Transferring.

- Bathing means washing oneself by sponge bath or in either a tub or shower, and shall include the task of getting into or out of the tub or shower.
- Dressing means putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
- Eating means feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.
- Toileting means getting to and from the toilet, getting on and off the toilet and performing associated personal hygiene.
- Transferring means moving into or out of a bed, chair or wheelchair.

Physician means a practitioner of the healing arts, who is licensed by the state and is not a member of the Annuitant or Joint Annuitant's family.

Upon receipt of the Physician's written verification, the Company may require a second opinion or an examination of the Annuitant or the Joint Annuitant by one of its medical examiners. If the second opinion or examination is obtained, the results of the second opinion or examination shall be the basis for approving or disapproving the additional Free Withdrawal request. The cost of any second opinion or examination will be borne by the Company. The Company may also require proof from time to time to verify the Annuitant or Joint Annuitant's inability to perform Activities of Daily Living.

## SETTLEMENT OPTIONS

- **Election of Option**

The Beneficiary may elect to receive the Death Benefit provided by this Contract under one of the Settlement Options provided in this Contract. However, the Settlement Option elected must satisfy the applicable distribution requirements of Section 72(s) of the Internal Revenue Code.

Any election of a Settlement Option must be made in writing and is irrevocable after the payments commence. The Payee is the person who will receive the payments under the option. The Payee must be a natural person. No Payee shall have the right to assign or transfer any future payments under any option except as provided in the option or by law.

Multiple Settlement Options may be elected except in the case where the payout is being made because of the death of an Owner. If more than one option is elected, the amount applied under each option must be at least \$5,000. Payments under the options elected may start on the same or different dates as agreed by the Company.

Payments made quarterly, semiannually or annually may be elected in lieu of monthly payments. The amount of such payments will be furnished upon request. Payments less than \$100 will only be made annually.

- **Optional Annuity Benefits**

This Contract will provide the following Optional Annuity Benefits:

**Option 1 - Life Annuity**

Monthly payments will be made during the lifetime of the Payee. The monthly payments will cease on the death of the Payee. No payments will be due after the death of the Payee.

**Option 2 - Life Annuity with Guaranteed Period**

Monthly payments will be made for the guaranteed period elected and thereafter for the lifetime of the Payee. The guaranteed periods are 5, 10, 15 or 20 years, or any other period agreed upon in writing by the Company. After the guaranteed period, monthly payments will cease on the death of the Payee, and no payments will be due after the death of the Payee. If the Payee dies during the guaranteed period, no payments will be due after the guaranteed period.

**Option 3 - Installment Refund Life Annuity**

Monthly payments will be made for the Installment Refund Period and thereafter for the lifetime of the Payee. The Installment Refund Period is the period required for the sum of the monthly payments to equal the total amount applied under this option. After the Installment Refund Period, monthly payments will cease on the death of the Payee, and no payments will be due after the death of the Payee. If the Payee dies during the Installment Refund Period, no payments will be due after the Installment Refund Period.

**SETTLEMENT OPTIONS****Option 4 - Joint and Last Survivor Annuity**

Monthly payments will be made for the joint lifetime of two persons and in an equal amount during the remaining lifetime of the survivor. Payments will cease on the death of the last survivor. No payments will be due after the death of the last survivor. Payments may also be made to the survivor in an amount equal to  $\frac{2}{3}$  or  $\frac{1}{2}$  of the payment made during the joint lifetime of the two persons.

**Option 5 - Fixed Period Annuity**

Monthly payments will be made for the fixed period elected. Payments will cease at the end of the fixed period and no further payments will be due. The fixed period that may be elected is any period from 5 to 30 years.

The Annuity Settlement Option factors contained in the following tables are based on the Annuity 2000 Mortality Table and a minimum guaranteed interest rate of 2.00%, assuming that 50% of Annuitants are male and 50% are female. Interest in excess of the guaranteed rate may be paid as determined by the Company.

Annuity Settlement Option factors for Option 4 - Joint and Last Survivor Annuity will be furnished upon request.

<b>SETTLEMENT OPTIONS</b>
---------------------------

<p align="center"><b>Option One, Two, and Three</b>  <b>Monthly Income Rates per \$1,000 of Proceeds</b></p>						
--	--	--	--	--	--	--

<b>Period Certain &amp; Life</b>						
----------------------------------	--	--	--	--	--	--

Age	Life	5 Years	10 Years	15 Years	20 Years	Install Refund
60	4.23	4.22	4.17	4.08	3.94	3.89
65	4.88	4.85	4.75	4.56	4.30	4.34
70	5.78	5.71	5.48	5.11	4.62	4.93
75	7.04	6.87	6.37	5.63	4.86	5.68
80	8.86	8.43	7.31	6.04	4.98	6.66
85+	N/A	10.36	8.15	6.28	5.03	N/A

<p align="center"><b>Option Five</b>  <b>Monthly Income Rates per \$1,000 of Proceeds</b></p>	
---	--

Number Years	Monthly Payment
5	17.49
10	9.18
15	6.42
20	5.04
25	4.22
30	3.68

(THIS PAGE LEFT BLANK INTENTIONALLY)

(THIS PAGE LEFT BLANK INTENTIONALLY)

- **Flexible Premium Deferred Annuity Contract**

Monthly income commencing on Annuity Date. Option to change type of Annuity Benefit payable. Non-Participating. A Stock Company.



***Administrative Office:***  
555 South Kansas Avenue  
P.O. Box 2039  
Topeka, KS 66601-2039  
(888) 252-5530

***Home Office:***  
611 5th Avenue  
Des Moines, IA 50309  
(800) 800-9882

<b>DEATH BENEFIT RIDER</b>
----------------------------

Base Contract Number	[Specimen]
Rider Effective Date	[04/01/2006]
Rider Death Benefit Accumulation Rate	[6.00%]
Maximum Rider Death Benefit Percentage	[250%]
Rider Maximum Accumulation Age	[90]
Annual Rider Premium Rate	[0.40%]

This Death Benefit Rider ("Rider") shall be attached to and made part of the Base Contract and is subject to all the terms, conditions and provisions contained in the Base Contract. To the extent there are any conflicts between the provisions of this Rider and the provisions of the Base Contract, the provisions of this Rider shall control. In all events, the provisions of this Rider shall be interpreted so that the Base Contract as endorsed by this Rider shall comply with Section 72(s) or Section 401(a)(9) of the Internal Revenue Code, whichever is applicable. This Rider has been issued based on the Owner(s) affirmative election of the Rider.

There is an additional premium charge for this Rider.

This Rider guarantees that any Death Benefit payable under the Death Benefit provision of the Base Contract will be no less than the Rider Death Benefit defined below.

- **Effective Date**

Coverage provided by this Rider shall be effective as of the Effective Date shown on Page 1 of this Rider. The Effective Date of this Rider may be a date other than the Contract Date of the Base Contract.

- **Base Contract**

The Base Contract shall mean the annuity Contract to which this Rider is attached and includes all endorsements and riders attached to the annuity Contract.

- **Attained Age**

Attained Age shall mean the age of the Annuitant named in the Base Contract as of the Annuitant's last birthday. If there are Joint Annuitants, the Attained Age shall mean the age of the younger Joint Annuitant as of his or her last birthday.

- **Rider Premium**

The monthly Rider Premium for any Contract Year shall be equal to the Annual Rider Premium Rate divided by 12, and then multiplied by the Base Contract's Accumulated Value as of the Contract Anniversary coinciding with the first day of that Contract Year. The Annual Rider Premium Rate is shown on Page 1 of this Rider and is guaranteed for the life of the Rider. The Rider Premium will be deducted monthly from the Base Contract's Accumulated Value by proportionally reducing the value of each Strategy. After the [tenth] contract anniversary, if at the time of deduction the Base Contract's Accumulated Value is greater than the Rider Death Benefit, the Rider Premium will not be deducted for that month.



- **Impact on Death Benefit**

If a Death Benefit is determined under the Death Benefit provision of the Base Contract, and it is less than the Rider Death Benefit on the date we receive at our Administrative Office due proof of death of the Annuitant as required under the Death Benefit provision of the Base Contract, then the Death Benefit will be increased to equal the Rider Death Benefit.

- **Rider Death Benefit**

The Rider Death Benefit shall be calculated as follows and is subject to the limit described in the Maximum Rider Death Benefit section of this Rider.

On the Effective Date, the Rider Death Benefit is equal to the Premium paid for the Base Contract plus any Premium Bonus(es).

On any day after the Effective Date the Rider Death Benefit is equal to  $(a + b + c - d)$  where:

- (a) Is the Rider Death Benefit as of the prior day after all transactions are recorded for the prior day;
- (b) Is zero (0) if the Annuitant's Attained Age on the last Contract Anniversary was greater than or equal to the Rider Maximum Accumulation Age. Otherwise, it is equal to (1) multiplied by the greater of zero (0) and the result of (2) minus (3), where:
  - (1) Is the Rider Death Benefit Accumulation Rate shown on Page 1 of this Rider, divided by 365;
  - (2) Is the sum of all Premiums plus any Premium Bonus(es) credited to the Base Contract; and
  - (3) Is the sum of all Withdrawals from the Base Contract.
- (c) Is the sum of all Premiums plus any Premium Bonus(es) received on that day; and
- (d) Is an amount equal to (1) multiplied by the greater of 1.00 and the result of (2) divided by (3) where:
  - (1) Is the difference between the Base Contract's Accumulated Value immediately before any Withdrawals on that day and the Base Contract's Accumulated Value after any Withdrawals on that day;
  - (2) Is the Rider Death Benefit as of that day prior to any Withdrawals; and
  - (3) Is the Base Contract's Accumulated Value as of that day prior to any Withdrawals.

- **Maximum Rider Death Benefit**

The Rider Death Benefit will never be greater than the Maximum Rider Death Benefit. The Maximum Rider Death Benefit is equal to (1) multiplied by (2), where:

- (1) Is the Maximum Rider Death Benefit Percentage shown on Page 1 of this Rider; and
- (2) Is the sum of all Premiums plus any Premium Bonus(es) credited to the Base Contract.

- **Spousal Continuation of this Rider**

If the surviving spouse of the deceased Owner (or the deceased Annuitant if the Owner is not a natural person) is the Beneficiary and elects to continue the Base Contract, as provided for in the Distribution on Death of Owner section of the Base Contract, this Rider and all its provisions will also continue provided both of the following conditions are met:

- (1) The surviving spouse's attained age on the Effective Date is at least equal to the minimum issue age requirement for this Rider; and
- (2) The spouse becomes the sole Annuitant and sole Owner of the Base Contract.

- **Termination**

This Rider and all its provisions will terminate on the earliest of the following dates:

- (a) The date on which all benefits are paid as required by the Base Contract, unless this Rider is transferred on that date to a new annuity Contract issued by the Company;
- (b) The date on which a Settlement Option is elected under the Base Contract;
- (c) Any date subsequent to the first anniversary of the Effective Date on which the Company receives a written request from the Owner to terminate the Rider.

Once this Rider terminates, it may not be reinstated. The Company may, at its discretion and before the death of any Owner (or any Annuitant if the Owner is not a natural person), permit the transfer of this Rider to a new annuity Contract issued by the Company. The Annuitant(s) under the Base Contract must be the same as the Annuitant(s) under the new annuity Contract, and the Owner(s) under the Base Contract must be the same as the Owner(s) under the new annuity Contract. This Rider can only be transferred to a new annuity Contract upon full surrender of the Base Contract. Once transferred, the new annuity Contract will become the Base Contract under the provisions of this Rider. A transfer of this Rider to any successor Base Contract will not change the Effective Date or any of the values or provisions available under the Rider.

- **Non-Participating**


This Rider is Non-Participating and does not share in the profits or surplus of the Company.

- **Incontestability**

The Company will not contest the validity of this Rider.

- **Cash Value, Surrender Value or Loan Value**

This Rider has no Cash Value, Surrender Value or Loan Value upon termination.



Michael H. Miller  
Secretary

## **GUARANTEED PURCHASE OPTION ENDORSEMENT**

This Guaranteed Purchase Option Endorsement ("Endorsement") is made part of the Contract to which it is attached and is subject to all the terms, conditions and provisions contained in the Contract and any other endorsements attached to the Contract. To the extent there are any conflicts between the provisions of this Endorsement and the provisions of the Contract or the provisions of any other endorsements attached to the Contract, the provisions of this Endorsement shall control. The effective date of this Endorsement is the Contract Date stated on the Contract's Data Page.

- **Guaranteed Purchase Option**

This Endorsement provides the Owner with a Guaranteed Purchase Option. Under the Guaranteed Purchase Option the Owner may elect to begin receiving regularly scheduled periodic income payments under the Single Premium Immediate Annuity established by this Endorsement, provided:

- (A) The Guaranteed Purchase Option is elected after the 10<sup>th</sup> Contract Year; and
- (B) The type of income payment option selected is a Life Annuity with a guaranteed period of at least 10 years, a Fixed Period Annuity with a fixed period of at least 10 years, or any other income payment option agreeable to the Company.

If the Guaranteed Purchase Option is elected, the Proceeds used to calculate the periodic income payments under the income payment option selected will be the greater of (X) or (Y), where:

- (X) Equals the Contract's Cash Surrender Value plus 10.00% of any Remaining First Year Premium; and
- (Y) Equals the Remaining First Year Premium; plus 20% of the Remaining First Year Premium; plus Remaining Subsequent First Year Renewal Premium.

Remaining First Year Premium as used in this Endorsement shall only include Premium paid in the first Contract Year that has never been withdrawn from the Contract. Remaining Subsequent First Year Renewal Premium shall only include Renewal Premium paid after the first Contract Year that has never been withdrawn from the Contract.

For purposes of determining the Remaining First Year Premium and the Remaining Subsequent First Year Renewal Premium, whenever a Withdrawal is made from the Contract the Withdrawal amount will be deducted first from Premium paid into the Contract on a last in first out basis and then from Interest Credits. For purposes of making this calculation any increases to the Premium, including any bonus amounts, will be considered Interest and not Premium.

- **Single Premium Immediate Annuity**

Any payments made under the Single Premium Immediate Annuity established by this Endorsement will not be less than those shown in the Payment Option Table below. This table is based on the Annuity 2000 Mortality Table at 1.5% interest, compounded annually. Guaranteed values for guaranteed periods not shown in the Payment Option Table can be requested in writing from the Company. In the event of the death of the payee during the guaranteed payment period, payments will be continued to a Beneficiary named by the payee for the remainder of the guaranteed payment period.

Periodic payments under the Single Premium Immediate Annuity may be made annually, semi-annually, quarterly or monthly as long as each payment is at least \$100. If the payment becomes less than \$100, the Company will have the right to decrease the frequency with which payments are made. All periodic payments are computed on the basis of payments being due at the beginning of each installment period. The size of periodic payments under Life Annuity options are based on the sex and age nearest birthday (at the time payments begin) of the person on whose life the payments are based. Payment will be subject to satisfactory proof of the age and sex of the person on whose life the payments are based. The Company may periodically request satisfactory evidence that the person on whose life the payments are based is alive. Any payment falling due 30 or more days after such request will not be made or deemed due until such evidence has been received at the Company's Administrative Office.

- **Non-Participating**

The Single Premium Immediate Annuity established by this Endorsement is non-participating; it does not share in the profits or surplus of the Company.

- **Surrender or Loan Value**

The Single Premium Immediate Annuity established by this Endorsement has no surrender value or loan value.

- **Spendthrift Provision**

No Payee of the Single Premium Immediate Annuity established by this Endorsement shall have the right to assign or transfer any future payments under any of the options except as provided by law.

- **Supplementary Contract**

When the Guaranteed Purchase Option is elected, the Company will issue a Supplementary Contract upon surrender of your Contract as evidence of your Guaranteed Purchase Option election.

**PAYMENT OPTION TABLE**

Minimum monthly periodic payments for each \$1,000 of Proceeds.

**LIFE ANNUITY WITH 10 YEAR GUARANTEED PERIOD**

AGE	MALE	FEMALE	AGE	MALE	FEMALE	AGE	MALE	FEMALE
0	1.77	1.73	34	2.42	2.30	68	5.02	4.59
1	1.78	1.74	35	2.45	2.33	69	5.17	4.74
2	1.79	1.75	36	2.49	2.36	70	5.33	4.90
3	1.81	1.76	37	2.52	2.39	71	5.50	5.06
4	1.82	1.77	38	2.56	2.42	72	5.67	5.23
5	1.83	1.78	39	2.60	2.46	73	5.85	5.41
6	1.84	1.79	40	2.64	2.49	74	6.03	5.60
7	1.86	1.80	41	2.68	2.53	75	6.21	5.80
8	1.87	1.81	42	2.73	2.57	76	6.39	6.00
9	1.88	1.83	43	2.78	2.61	77	6.58	6.20
10	1.90	1.84	44	2.82	2.65	78	6.76	6.41
11	1.91	1.85	45	2.87	2.69	79	6.94	6.62
12	1.93	1.86	46	2.93	2.74	80	7.12	6.83
13	1.94	1.88	47	2.98	2.79	81	7.30	7.03
14	1.96	1.89	48	3.04	2.84	82	7.46	7.23
15	1.97	1.91	49	3.10	2.89	83	7.63	7.42
16	1.99	1.92	50	3.16	2.94	84	7.78	7.61
17	2.01	1.94	51	3.23	3.00	85	7.92	7.78
18	2.03	1.95	52	3.30	3.06	86	8.06	7.94
19	2.05	1.97	53	3.37	3.12	87	8.18	8.08
20	2.06	1.99	54	3.44	3.19	88	8.30	8.21
21	2.08	2.01	55	3.52	3.26	89	8.40	8.33
22	2.11	2.02	56	3.61	3.33	90	8.49	8.43
23	2.13	2.04	57	3.69	3.41	91	8.58	8.52
24	2.15	2.06	58	3.79	3.49	92	8.65	8.61
25	2.17	2.08	59	3.88	3.57	93	8.72	8.68
26	2.19	2.10	60	3.99	3.66	94	8.77	8.74
27	2.22	2.13	61	4.09	3.76	95	8.82	8.79
28	2.24	2.15	62	4.21	3.86	96	8.86	8.84
29	2.27	2.17	63	4.33	3.97	97	8.89	8.88
30	2.30	2.19	64	4.45	4.08	98	8.92	8.91
31	2.33	2.22	65	4.59	4.20	99	8.94	8.93
32	2.36	2.25	66	4.72	4.32	100	8.95	8.94
33	2.39	2.27	67	4.87	4.45	101	8.96	8.95
						102 & OVER	8.96	8.96

Minimum monthly periodic payments for each \$1,000 of Proceeds.

**FIXED PERIOD ANNUITY****FIXED PERIOD****MONTHLY PAYMENT**

10 Years	8.96
15 Years	6.20
20 Years	4.81
25 Years	3.99
30 Years	3.44


Michael H. Miller  
Secretary

(THIS PAGE LEFT BLANK INTENTIONALLY)

<i>SERFF Tracking Number:</i>	<i>AMER-125814444</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Aviva Life and Annuity Company</i>	<i>State Tracking Number:</i>	<i>40255</i>
<i>Company Tracking Number:</i>	<i>MCF3 (08/08)</i>		
<i>TOI:</i>	<i>A071 Individual Annuities - Special</i>	<i>Sub-TOI:</i>	<i>A071.001 Equity Indexed</i>
<i>Product Name:</i>	<i>MCF3 (08/08)</i>		
<i>Project Name/Number:</i>	<i>MCF3 (08/08) /MCF3 (08/08)</i>		

## **Rate Information**

Rate data does NOT apply to filing.



SERFF Tracking Number:	AMER-125814444	State:	Arkansas
Filing Company:	Aviva Life and Annuity Company	State Tracking Number:	40255
Company Tracking Number:	MCF3 (08/08)		
TOI:	A071 Individual Annuities - Special	Sub-TOI:	A071.001 Equity Indexed
Product Name:	MCF3 (08/08)		
Project Name/Number:	MCF3 (08/08) /MCF3 (08/08)		

## Supporting Document Schedules

### Review Status:

**Satisfied -Name:** Certification/Notice

09/15/2008

#### Comments:

#### Attachments:

AR\_MCF3\_0808\_AgentEdCert.pdf  
AR\_MCF3\_0808\_ContSummCert.pdf  
AR\_MCF3\_0808\_ScoreCert.pdf  
AR\_MCF5\_0808\_ScoreCert.pdf  
AR\_MCF7\_0808\_ScoreCert.pdf  
AR\_MCFP\_0808\_ScoreCert.pdf  
AR\_MCFX\_0808\_ScoreCert.pdf  
AR\_MCF3\_088\_DiscAdvCert\_Rev.pdf

### Review Status:

**Satisfied -Name:** Statement of Variability

09/15/2008

#### Comments:

#### Attachments:

Aviva\_MCF3\_0808\_Generic\_SOV.pdf  
Aviva\_MCF5\_0808\_Generic\_SOV.pdf  
Aviva\_MCF7\_0808\_Generic\_SOV.pdf  
Aviva\_MCFP\_0808\_Generic\_SOV.pdf  
Aviva\_MCFX\_0808\_Generic\_SOV.pdf

Aviva Life and Annuity Company

**CERTIFICATION**

**AGENT EDUCATION FOR THE STATE OF  
ARKANSAS**

Aviva Life and Annuity Company hereby certifies that the contract will not be solicited by any person who is not trained and qualified.

---

Randy Matzke, FLMI  
Vice President  
Product Compliance and Development

Dated \_\_\_\_\_

# Aviva Life and Annuity Company

## **CERTIFICATION**

### **FOR THE STATE OF ARKANSAS**

I hereby certify that the company has reviewed and evaluated the contract summary disclosure to assure that it is in no way deceptive, confusing or misleading and contains the following:

- a simplified explanation of the key elements of the contract;
- appropriate examples showing the method of calculating the index credit;
- prominent display of any limitations on payment of premium or allocation of values;
- prominent display of any surrender charges;
- prominent display of any limitation, restriction, penalty or charge for transfers during a term;
- a statement emphasizing the insurance nature of the contract and that the contract is not a variable contract or other type of investment contract.

---

Randy Matzke, FLMI  
V.P. Product Compliance and Development

Dated: \_\_\_\_\_

**AVIVA LIFE AND ANNUITY COMPANY**  
Topeka, Kansas

**CERTIFICATION**

This is to certify that the attached

has achieved a Flesch Reading Ease Score of \_\_\_\_\_ and complies with the requirements of  
Arkansas Insurance Laws, Chapter 80, cited as the Life and Disability Insurance Policy Language  
Simplification Act.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Officer's Name

Randy Matzke, FLMI  
Vice President, Product Compliance  
\_\_\_\_\_  
Title

**AVIVA LIFE AND ANNUITY COMPANY**  
Topeka, Kansas

**CERTIFICATION**

This is to certify that the attached

has achieved a Flesch Reading Ease Score of \_\_\_\_\_ and complies with the requirements of  
Arkansas Insurance Laws, Chapter 80, cited as the Life and Disability Insurance Policy Language  
Simplification Act.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Officer's Name

Randy Matzke, FLMI  
Vice President, Product Compliance  
\_\_\_\_\_  
Title

**AVIVA LIFE AND ANNUITY COMPANY**  
Topeka, Kansas

**CERTIFICATION**

This is to certify that the attached

has achieved a Flesch Reading Ease Score of \_\_\_\_\_ and complies with the requirements of  
Arkansas Insurance Laws, Chapter 80, cited as the Life and Disability Insurance Policy Language  
Simplification Act.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Officer's Name

Randy Matzke, FLMI  
Vice President, Product Compliance  
\_\_\_\_\_  
Title

**AVIVA LIFE AND ANNUITY COMPANY**  
Topeka, Kansas

**CERTIFICATION**

This is to certify that the attached

has achieved a Flesch Reading Ease Score of \_\_\_\_\_ and complies with the requirements of  
Arkansas Insurance Laws, Chapter 80, cited as the Life and Disability Insurance Policy Language  
Simplification Act.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Officer's Name

Randy Matzke, FLMI  
Vice President, Product Compliance  
\_\_\_\_\_  
Title

**AVIVA LIFE AND ANNUITY COMPANY**  
Topeka, Kansas

**CERTIFICATION**

This is to certify that the attached

has achieved a Flesch Reading Ease Score of \_\_\_\_\_ and complies with the requirements of  
Arkansas Insurance Laws, Chapter 80, cited as the Life and Disability Insurance Policy Language  
Simplification Act.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Officer's Name

Randy Matzke, FLMI  
Vice President, Product Compliance  
\_\_\_\_\_  
Title



# Aviva Life and Annuity Company

## **CERTIFICATION**

### **DISCLOSURE AND ADVERTISING FOR THE STATE OF ARKANSAS**

Aviva Life and Annuity Company certifies that we will review and evaluate the contract summary disclosure and advertising for form \_\_\_\_\_ and that they will be in no way deceptive, confusing or misleading. Any new or revised advertising to be used with these contracts will be reviewed carefully by our Company prior to use.

\_\_\_\_\_  
Randy Matzke, FLMI  
Vice President  
Product Compliance and Development

\_\_\_\_\_  
Date

**Aviva Life and Annuity Company**  
Statement of Variability

**CONTRACT FORM**

**MCF3 (08/08)**

	<u>Minimum</u>	<u>Maximum</u>	<u>Need for Variability / How Values are Determined</u>	<u>Anticipated time when value may become fixed</u>	<u>Anticipated Frequency of Change</u>
Minimum Guaranteed Interest Rate	1%	3%	Based on economic and competitive environment.	Upon contract issuance	As needed for <b>newly issued contracts</b>
Withdrawal Charge Rate Schedule - Year 1	0%	6%	Based on economic and competitive environment.	Upon contract issuance	As needed for <b>newly issued contracts</b>
Withdrawal Charge Rate Schedule - Year 2	0%	5%	Based on economic and competitive environment.	Upon contract issuance	As needed for <b>newly issued contracts</b>
Withdrawal Charge Rate Schedule - Year 3	0%	4%	Based on economic and competitive environment.	Upon contract issuance	As needed for <b>newly issued contracts</b>
Minimum Guaranteed Contract Value Interest Rate (associated with Annuity SNFL)	1%	3%	Based on change in 5-year Treasury.	Upon contract issuance	As needed for <b>newly issued contracts</b>
<b>1-Year Guaranteed Fixed Strategy</b>					
Initial Interest Rate	1%	20%	Need for Variability / How Values are Determined	Anticipated time when value may become fixed	Anticipated Frequency of Change
Interest Rate Bonus	0%	5%	Based on economic and competitive environment.	Upon contract issuance	As needed for <b>newly issued contracts</b>
<b>Multi-Year Guaranteed Fixed Strategy</b>					
Multi-Year Guaranteed Fixed Strategy Identifier	1	10	Need for Variability / How Values are Determined	Anticipated time when value may become fixed	Anticipated Frequency of Change
Initial Interest Rate	1%	20%	Allow for inclusion of multiple Multi-Year Strategies	Upon contract issuance	As needed, <b>strategies will not be removed once a contract is issued</b>
Interest Rate Bonus	0%	5%	Based on economic and competitive environment.	Upon contract issuance	As needed, <b>strategies will not be removed once a contract is issued</b>
Term Period	1	10	Based on economic and competitive environment.	Upon contract issuance	As needed, <b>strategies will not be removed once a contract is issued</b>
Number of Term Periods	1	10	Based on economic and competitive environment.	Upon contract issuance	As needed, <b>strategies will not be removed once a contract is issued</b>

**Aviva Life and Annuity Company**  
Statement of Variability

**CONTRACT FORM**

**MCF5 (08/08)**

	<u>Minimum</u>	<u>Maximum</u>	<u>Need for Variability / How Values are Determined</u>	<u>Anticipated time when value may become fixed</u>	<u>Anticipated Frequency of Change</u>
Minimum Guaranteed Interest Rate	1%	3%	Based on economic and competitive environment.	Upon contract issuance	As needed for <b>newly issued contracts</b>
Withdrawal Charge Rate Schedule - Year 1	0%	8%	Based on economic and competitive environment.	Upon contract issuance	As needed for <b>newly issued contracts</b>
Withdrawal Charge Rate Schedule - Year 2	0%	7%	Based on economic and competitive environment.	Upon contract issuance	As needed for <b>newly issued contracts</b>
Withdrawal Charge Rate Schedule - Year 3	0%	6%	Based on economic and competitive environment.	Upon contract issuance	As needed for <b>newly issued contracts</b>
Withdrawal Charge Rate Schedule - Year 4	0%	5%	Based on economic and competitive environment.	Upon contract issuance	As needed for <b>newly issued contracts</b>
Withdrawal Charge Rate Schedule - Year 5	0%	4%	Based on economic and competitive environment.	Upon contract issuance	As needed for <b>newly issued contracts</b>
Minimum Guaranteed Contract Value Interest Rate (associated with Annuity SNFL)	1%	3%	Based on change in 5-year Treasury.	Upon contract issuance	As needed for <b>newly issued contracts</b>
<b>1-Year Guaranteed Fixed Strategy</b>					
Initial Interest Rate	1%	20%	Need for Variability / How Values are Determined	Anticipated time when value may become fixed	Anticipated Frequency of Change
Interest Rate Bonus	0%	5%	Based on economic and competitive environment.	Upon contract issuance	As needed for <b>newly issued contracts</b>
<b>Multi-Year Guaranteed Fixed Strategy</b>					
Multi-Year Guaranteed Fixed Strategy Identifier	<u>Minimum</u>	<u>Maximum</u>	<u>Need for Variability / How Values are Determined</u>	<u>Anticipated time when value may become fixed</u>	<u>Anticipated Frequency of Change</u>
Initial Interest Rate	1	10	Allow for inclusion of multiple Multi-Year Strategies	Upon contract issuance	As needed, <b>strategies will not be removed once a contract is issued</b>
Interest Rate Bonus	1%	20%	Based on economic and competitive environment.	Upon contract issuance	As needed, <b>strategies will not be removed once a contract is issued</b>
Term Period	0%	5%	Based on economic and competitive environment.	Upon contract issuance	As needed, <b>strategies will not be removed once a contract is issued</b>
Number of Term Periods	1	10	Based on economic and competitive environment.	Upon contract issuance	As needed, <b>strategies will not be removed once a contract is issued</b>

**Aviva Life and Annuity Company**  
Statement of Variability

**CONTRACT FORM**

**MCFT (08/08)**

	<u>Minimum</u>	<u>Maximum</u>	<u>Need for Variability / How Values are Determined</u>	<u>Anticipated time when value may become fixed</u>	<u>Anticipated Frequency of Change</u>
Minimum Guaranteed Interest Rate	1%	3%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Withdrawal Charge Rate Schedule - Year 1	0%	9%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Withdrawal Charge Rate Schedule - Year 2	0%	8%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Withdrawal Charge Rate Schedule - Year 3	0%	7%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Withdrawal Charge Rate Schedule - Year 4	0%	6%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Withdrawal Charge Rate Schedule - Year 5	0%	5%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Withdrawal Charge Rate Schedule - Year 6	0%	4%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Withdrawal Charge Rate Schedule - Year 7	0%	3%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Minimum Guaranteed Contract Value Interest Rate (associated with Annuity SNFL)	1%	3%	Based on change in 5-year Treasury.	Upon contract issuance	As needed for newly issued contracts
<b>1-Year Guaranteed Fixed Strategy</b>					
Initial Interest Rate	1%	20%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Interest Rate Bonus	0%	5%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
<b>Multi-Year Guaranteed Fixed Strategy</b>					
Multi-Year Guaranteed Fixed Strategy Identifier	1	10	Allow for inclusion of multiple Multi-Year Strategies	Upon contract issuance	As needed, strategies will not be removed once a contract is issued
Initial Interest Rate	1%	20%	Based on economic and competitive environment.	Upon contract issuance	As needed, strategies will not be removed once a contract is issued
Interest Rate Bonus	0%	5%	Based on economic and competitive environment.	Upon contract issuance	As needed, strategies will not be removed once a contract is issued
Term Period	1	10	Based on economic and competitive environment.	Upon contract issuance	As needed, strategies will not be removed once a contract is issued
Number of Term Periods	1	10	Based on economic and competitive environment.	Upon contract issuance	As needed, strategies will not be removed once a contract is issued

**Aviva Life and Annuity Company**  
Statement of Variability

**CONTRACT FORM**

**MCFP (08/08)**

	<u>Minimum</u>	<u>Maximum</u>	<u>Need for Variability / How Values are Determined</u>	<u>Anticipated time when value may become fixed</u>	<u>Anticipated Frequency of Change</u>
Minimum Guaranteed Interest Rate	1%	3%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Premium Bonus Percentage	0%	10%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Withdrawal Charge Rate Schedule - Year 1	0%	16%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Withdrawal Charge Rate Schedule - Year 2	0%	15%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Withdrawal Charge Rate Schedule - Year 3	0%	14%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Withdrawal Charge Rate Schedule - Year 4	0%	13%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Withdrawal Charge Rate Schedule - Year 5	0%	12%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Withdrawal Charge Rate Schedule - Year 6	0%	11%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Withdrawal Charge Rate Schedule - Year 7	0%	10%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Withdrawal Charge Rate Schedule - Year 8	0%	8%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Withdrawal Charge Rate Schedule - Year 9	0%	6%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Withdrawal Charge Rate Schedule - Year 10	0%	4%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Minimum Guaranteed Contract Value Interest Rate (associated with Annuity SNFL)	1%	3%	Based on change in 5-year Treasury.	Upon contract issuance	As needed for newly issued contracts
<b>1-Year Guaranteed Fixed Strategy</b>	<u>Minimum</u>	<u>Maximum</u>	<u>Need for Variability / How Values are Determined</u>	<u>Anticipated time when value may become fixed</u>	<u>Anticipated Frequency of Change</u>
Initial Interest Rate	1%	20%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Interest Rate Bonus	0%	5%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
<b>Multi-Year Guaranteed Fixed Strategy</b>	<u>Minimum</u>	<u>Maximum</u>	<u>Need for Variability / How Values are Determined</u>	<u>Anticipated time when value may become fixed</u>	<u>Anticipated Frequency of Change</u>
Multi-Year Guaranteed Fixed Strategy Identifier	1	10	Allow for inclusion of multiple Multi-Year Strategies	Upon contract issuance	As needed, strategies will not be removed once a contract is issued
Initial Interest Rate	1%	20%	Based on economic and competitive environment.	Upon contract issuance	As needed, strategies will not be removed once a contract is issued
Interest Rate Bonus	0%	5%	Based on economic and competitive environment.	Upon contract issuance	As needed, strategies will not be removed once a contract is issued
Term Period	1	10	Based on economic and competitive environment.	Upon contract issuance	As needed, strategies will not be removed once a contract is issued
Number of Term Periods	1	10	Based on economic and competitive environment.	Upon contract issuance	As needed, strategies will not be removed once a contract is issued

**Aviva Life and Annuity Company**  
Statement of Variability

**CONTRACT FORM**

**MCFX (08/08)**

	<u>Minimum</u>	<u>Maximum</u>	<u>Need for Variability / How Values are Determined</u>	<u>Anticipated time when value may become fixed</u>	<u>Anticipated Frequency of Change</u>
Minimum Guaranteed Interest Rate	1%	3%	Based on economic and competitive environment.	Upon contract issuance	As needed <b>for newly issued contracts</b>
Premium Bonus Percentage	0%	20%	Based on economic and competitive environment.	Upon contract issuance	As needed <b>for newly issued contracts</b>
Withdrawal Charge Rate Schedule - Year 1	0%	12%	Based on economic and competitive environment.	Upon contract issuance	As needed <b>for newly issued contracts</b>
Withdrawal Charge Rate Schedule - Year 2	0%	12%	Based on economic and competitive environment.	Upon contract issuance	As needed <b>for newly issued contracts</b>
Withdrawal Charge Rate Schedule - Year 3	0%	12%	Based on economic and competitive environment.	Upon contract issuance	As needed <b>for newly issued contracts</b>
Withdrawal Charge Rate Schedule - Year 4	0%	11%	Based on economic and competitive environment.	Upon contract issuance	As needed <b>for newly issued contracts</b>
Withdrawal Charge Rate Schedule - Year 5	0%	10%	Based on economic and competitive environment.	Upon contract issuance	As needed <b>for newly issued contracts</b>
Withdrawal Charge Rate Schedule - Year 6	0%	9%	Based on economic and competitive environment.	Upon contract issuance	As needed <b>for newly issued contracts</b>
Withdrawal Charge Rate Schedule - Year 7	0%	8%	Based on economic and competitive environment.	Upon contract issuance	As needed <b>for newly issued contracts</b>
Withdrawal Charge Rate Schedule - Year 8	0%	7%	Based on economic and competitive environment.	Upon contract issuance	As needed <b>for newly issued contracts</b>
Withdrawal Charge Rate Schedule - Year 9	0%	6%	Based on economic and competitive environment.	Upon contract issuance	As needed <b>for newly issued contracts</b>
Withdrawal Charge Rate Schedule - Year 10	0%	4%	Based on economic and competitive environment.	Upon contract issuance	As needed <b>for newly issued contracts</b>
Premium Bonus Recapture Charge Rate Schedule - Year 1	0%	10%	Based on economic and competitive environment.	Upon contract issuance	As needed <b>for newly issued contracts</b>
Premium Bonus Recapture Charge Rate Schedule - Year 2	0%	10%	Based on economic and competitive environment.	Upon contract issuance	As needed <b>for newly issued contracts</b>
Premium Bonus Recapture Charge Rate Schedule - Year 3	0%	10%	Based on economic and competitive environment.	Upon contract issuance	As needed <b>for newly issued contracts</b>
Premium Bonus Recapture Charge Rate Schedule - Year 4	0%	10%	Based on economic and competitive environment.	Upon contract issuance	As needed <b>for newly issued contracts</b>
Premium Bonus Recapture Charge Rate Schedule - Year 5	0%	8%	Based on economic and competitive environment.	Upon contract issuance	As needed <b>for newly issued contracts</b>
Premium Bonus Recapture Charge Rate Schedule - Year 6	0%	7%	Based on economic and competitive environment.	Upon contract issuance	As needed <b>for newly issued contracts</b>
Premium Bonus Recapture Charge Rate Schedule - Year 7	0%	6%	Based on economic and competitive environment.	Upon contract issuance	As needed <b>for newly issued contracts</b>
Premium Bonus Recapture Charge Rate Schedule - Year 8	0%	5%	Based on economic and competitive environment.	Upon contract issuance	As needed <b>for newly issued contracts</b>
Premium Bonus Recapture Charge Rate Schedule - Year 9	0%	4%	Based on economic and competitive environment.	Upon contract issuance	As needed <b>for newly issued contracts</b>
Premium Bonus Recapture Charge Rate Schedule - Year 10	0%	2%	Based on economic and competitive environment.	Upon contract issuance	As needed <b>for newly issued contracts</b>
Minimum Guaranteed Contract Value Interest Rate (associated with Annuity SNFL)	1%	3%	Based on change in 5-year Treasury.	Upon contract issuance	As needed <b>for newly issued contracts</b>
<b>1-Year Guaranteed Fixed Strategy</b>					
	<u>Minimum</u>	<u>Maximum</u>	<u>Need for Variability / How Values are Determined</u>	<u>Anticipated time when value may become fixed</u>	<u>Anticipated Frequency of Change</u>
Initial Interest Rate	1%	20%	Based on economic and competitive environment.	Upon contract issuance	As needed <b>for newly issued contracts</b>
Interest Rate Bonus	0%	5%	Based on economic and competitive environment.	Upon contract issuance	As needed <b>for newly issued contracts</b>
<b>Multi-Year Guaranteed Fixed Strategy</b>					
	<u>Minimum</u>	<u>Maximum</u>	<u>Need for Variability / How Values are Determined</u>	<u>Anticipated time when value may become fixed</u>	<u>Anticipated Frequency of Change</u>
Multi-Year Guaranteed Fixed Strategy Identifier	1	10	Allow for inclusion of multiple Multi-Year Strategies	Upon contract issuance	As needed, <b>strategies will not be removed once a contract is issued</b>
Initial Interest Rate	1%	20%	Based on economic and competitive environment.	Upon contract issuance	As needed, <b>strategies will not be removed once a contract is issued</b>
Interest Rate Bonus	0%	5%	Based on economic and competitive environment.	Upon contract issuance	As needed, <b>strategies will not be removed once a contract is issued</b>
Term Period	1	10	Based on economic and competitive environment.	Upon contract issuance	As needed, <b>strategies will not be removed once a contract is issued</b>
Number of Term Periods	1	10	Based on economic and competitive environment.	Upon contract issuance	As needed, <b>strategies will not be removed once a contract is issued</b>

<i>SERFF Tracking Number:</i>	<i>AMER-125814444</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Aviva Life and Annuity Company</i>	<i>State Tracking Number:</i>	<i>40255</i>
<i>Company Tracking Number:</i>	<i>MCF3 (08/08)</i>		
<i>TOI:</i>	<i>A071 Individual Annuities - Special</i>	<i>Sub-TOI:</i>	<i>A071.001 Equity Indexed</i>
<i>Product Name:</i>	<i>MCF3 (08/08)</i>		
<i>Project Name/Number:</i>	<i>MCF3 (08/08) /MCF3 (08/08)</i>		

## Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

<b>Original Date:</b>	<b>Schedule</b>	<b>Document Name</b>	<b>Replaced Date</b>	<b>Attach Document</b>
No original date	Supporting Document	Certification/Notice	09/12/2008	AR_MCF3_088_DiscAdvCert.pdf AR_MCF3_0808_AgentEdCert.pdf AR_MCF3_0808_ContSummCert.pdf AR_MCF3_0808_ScoreCert.pdf AR_MCF5_0808_ScoreCert.pdf AR_MCF7_0808_ScoreCert.pdf AR_MCFP_0808_ScoreCert.pdf AR_MCFX_0808_ScoreCert.pdf

# Aviva Life and Annuity Company

## **CERTIFICATION**

### **DISCLOSURE AND ADVERTISING FOR THE STATE OF ARKANSAS**

Aviva Life and Annuity Company certifies that we will review and evaluate the contract summary disclosure and advertising for form \_\_\_\_\_ and that they will be in no way deceptive, confusing or misleading. Any new or revised advertising to be used with these contracts will be reviewed carefully by our Company prior to use.

\_\_\_\_\_  
Randy Matzke, FLMI  
Vice President  
Product Compliance and Development

\_\_\_\_\_  
Date



Aviva Life and Annuity Company

**CERTIFICATION**

**AGENT EDUCATION FOR THE STATE OF  
ARKANSAS**

Aviva Life and Annuity Company hereby certifies that the contract will not be solicited by any person who is not trained and qualified.

---

Randy Matzke, FLMI  
Vice President  
Product Compliance and Development

Dated \_\_\_\_\_

# Aviva Life and Annuity Company

## **CERTIFICATION**

### **FOR THE STATE OF ARKANSAS**

I hereby certify that the company has reviewed and evaluated the contract summary disclosure to assure that it is in no way deceptive, confusing or misleading and contains the following:

- a simplified explanation of the key elements of the contract;
- appropriate examples showing the method of calculating the index credit;
- prominent display of any limitations on payment of premium or allocation of values;
- prominent display of any surrender charges;
- prominent display of any limitation, restriction, penalty or charge for transfers during a term;
- a statement emphasizing the insurance nature of the contract and that the contract is not a variable contract or other type of investment contract.

---

Randy Matzke, FLMI  
V.P. Product Compliance and Development

Dated: \_\_\_\_\_

**AVIVA LIFE AND ANNUITY COMPANY**  
Topeka, Kansas

**CERTIFICATION**

This is to certify that the attached

has achieved a Flesch Reading Ease Score of \_\_\_\_\_ and complies with the requirements of  
Arkansas Insurance Laws, Chapter 80, cited as the Life and Disability Insurance Policy Language  
Simplification Act.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Officer's Name

Randy Matzke, FLMI  
Vice President, Product Compliance  
\_\_\_\_\_  
Title

**AVIVA LIFE AND ANNUITY COMPANY**  
Topeka, Kansas

**CERTIFICATION**

This is to certify that the attached

has achieved a Flesch Reading Ease Score of \_\_\_\_\_ and complies with the requirements of  
Arkansas Insurance Laws, Chapter 80, cited as the Life and Disability Insurance Policy Language  
Simplification Act.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Officer's Name

Randy Matzke, FLMI  
Vice President, Product Compliance  
\_\_\_\_\_  
Title

**AVIVA LIFE AND ANNUITY COMPANY**  
Topeka, Kansas

**CERTIFICATION**

This is to certify that the attached

has achieved a Flesch Reading Ease Score of \_\_\_\_\_ and complies with the requirements of  
Arkansas Insurance Laws, Chapter 80, cited as the Life and Disability Insurance Policy Language  
Simplification Act.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Officer's Name

Randy Matzke, FLMI  
Vice President, Product Compliance  
\_\_\_\_\_  
Title

**AVIVA LIFE AND ANNUITY COMPANY**  
Topeka, Kansas

**CERTIFICATION**

This is to certify that the attached

has achieved a Flesch Reading Ease Score of \_\_\_\_\_ and complies with the requirements of  
Arkansas Insurance Laws, Chapter 80, cited as the Life and Disability Insurance Policy Language  
Simplification Act.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Officer's Name

Randy Matzke, FLMI  
Vice President, Product Compliance  
\_\_\_\_\_  
Title

**AVIVA LIFE AND ANNUITY COMPANY**  
Topeka, Kansas

**CERTIFICATION**

This is to certify that the attached

has achieved a Flesch Reading Ease Score of \_\_\_\_\_ and complies with the requirements of  
Arkansas Insurance Laws, Chapter 80, cited as the Life and Disability Insurance Policy Language  
Simplification Act.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Officer's Name

Randy Matzke, FLMI  
Vice President, Product Compliance  
\_\_\_\_\_  
Title